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NEGOTIATED AGREEMENT

BETWEEN

FORT PLAIN TEACHERS' ASSOCIATION

AND

THE CHIEF SCHOOL OFFICER OF THE

FORT PLAIN CENTRAL SCHOOL

BOARD OF EDUCATION

JULY 1, 2004 – JUNE 30, 2008

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 06 2004

ADMINISTRATION

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ARTICLE I – RECOGNITION AGREEMENT

1.1 Statement of Law

Pursuant to the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), the Board of Education of Fort Plain Central School hereby adopts the following Agreement covering recognition of a teacher organization and the methods by which negotiations shall take place with said organization.

1.2 Philosophy

The Board and the Association recognize that teaching is a profession; the Board and the Association believe that the objectives of the educational program are realized to the highest degree when mutual understanding, cooperation and effective communications exist between the Board and its professional staff.

1.3 Recognition

The Board recognizes the Association as the exclusive representative, for the purpose of collective negotiations, of a negotiating unit consisting of all teachers, teacher assistants, registered nurses and all certified personnel who are employed on a regular basis, except the Superintendent, the Junior-Senior High School Principal, the Elementary School Principal and Director of Special Education, for the purpose of negotiating collectively in the determination of terms and conditions of employment as defined in the Public Employees' Fair Employment Act and for the purpose of administration of grievances.

- a. It is mutually agreed that the phrase "all certified personnel" in Article I, Section 1.3 above shall be all encompassing. Thus any certified person working in the district and not specifically excluded above shall be part of the bargaining unit. Persons in the bargaining unit will be paid on the "Teachers' Salary Schedule" except for "Registered Nurses" and "Teacher Assistants."

ARTICLE II – NEGOTIATIONS PROCEDURE

2.1 Opening Negotiations

The first negotiating meeting will be mutually agreed upon and must take place on or before January 15th. Both parties will present all initial proposals at the first meeting. Meetings shall be limited to three (3) hours duration, except when extended by mutual agreement.

2.2 Exchange of Information

Both parties and/or Chief School Officer shall furnish each other with all available information pertinent to the issue or issues under consideration.

2.3 Consultants

The parties may call upon consultants to assist in negotiations. The expense of such consultants shall be borne by the party requesting them.

2.4 Press Releases

The parties agree that during the period of negotiations and prior to reaching an impasse, the proceedings of the negotiations shall not be released to the general public unless such an issuance has the approval of both parties.

2.5 Resolving Differences

In the event that an agreement is not reached by negotiations, the parties agree to use the full services of the Public Employees' Relations Board (PERB) in resolving the impasse.

2.6 Changing Negotiations Procedure

The negotiating teams of both parties agree that if any one item in these negotiations procedures is found to be unreasonable or unworkable by both parties, it may be opened for re-negotiation by the agreement in writing of both parties.

ARTICLE III – GRIEVANCE PROCEDURE

3.1 Declaration of Policy

It is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences promptly and fairly, as they arise and to assure equitable and proper treatment of teachers, teacher assistants and nurses.

3.2 Definitions

- a. A **GRIEVANCE** is any alleged violation of the contract collectively negotiated between the Chief School Officer and the Association affecting terms and conditions of employment of the aggrieved.
- b. **TEACHER** shall mean any member of the Association as defined in Article I, Section 1.3.
- c. The **ASSOCIATION** is the Fort Plain Teachers' Association.
- d. **A.A.A.** is the American Arbitration Association.
- e. **SCHOOL DAY** shall mean days that school is in session and all business days in June, July and August that school is not in session, except legal holidays.
- f. **C.S.O.** shall mean Chief School Officer.

3.3 Basic Principles

- a. Since it is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner, the resolution of a grievance at the earliest possible stage is encouraged.
- b. A teacher or the Association shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.

- c. A teacher or the Association shall have the right to be represented at any stage of the procedures by a person or persons of their choice.
- d. All hearings shall be confidential.
- e. It shall be the responsibility of the CSO of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.
- f. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies that relate to or affect the teacher in the performance of his/her assignment.
- g. Each party to a grievance shall have access to all written statements and records pertaining to such grievance. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants until such time as the grievance is resolved.
- h. The right to initiate a grievance under this Article shall be waived unless the grievance is presented at Level I within thirty (30) school days of its occurrence, or within thirty (30) school days when the aggrieved party shall have known of its occurrence.
- i. Upon mutual agreement, the Association and the CSO may elect to bypass "Level II" or "Level III" of the "Grievance Procedures" outlined in Section 3.4.

3.4 Procedures

LEVEL I – The aggrieved teacher shall orally present his/her grievance to his/her building principal who shall orally and informally discuss the grievance with the aggrieved teacher. The building principal shall render his/her determination to the aggrieved teacher within five (5) school days after the grievance has been presented to him/her. If such a grievance is not satisfactorily resolved at this stage, the teacher may proceed to the formal stage(s). Failure to proceed to Level II or III within five (5) workdays shall be grounds for rejection of the grievance.

LEVEL II – Section 1: If a written decision at the preceding level has not been rendered within five (5) school days, the aggrieved teacher or his/her representative shall make a written request to the Association Grievance Committee. If the Association Grievance Committee determines the grievance meritorious, they may refer it to the CSO. If the Association Grievance Committee determines the grievance not meritorious, the individual may proceed to the next stage on his/her own motion.

LEVEL II – Section 2: The CSO or his/her designee shall render his/her written determination concerning the grievance within five (5) school days to the Association and the aggrieved party.

LEVEL II – Section 3: If the grievance is not satisfactorily resolved at this stage, the aggrieved teacher or the Association may proceed to Level III.

LEVEL III – The aggrieved teacher or the Association may, within five (5) school days of the determination by the CSO, make a written request to the Board of Education for review and determination.

The Board of Education may hold a hearing to obtain further information regarding the case. If the Board does hold a hearing, the hearing will be:

- a. Scheduled within five (5) school days of the request for review and determination.
- b. Conducted in the quasi-judicial manner of an arbitration hearing as conducted under the American Arbitration Association rules.

The Board shall render a written decision within ten (10) school days of the request for review if no hearing is held, or within ten (10) school days of the hearing.

The grievant and the Association, within five (5) school days after the hearing, will receive a copy of any minutes kept. The grievant and the Association will then have five (5) school days to notify the District of corrections to the minutes.

LEVEL IV – If the Association is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within ten (10) school days, the Association may submit the matter to an arbitrator by filing a demand for arbitration with the Clerk of the Board of Education within fifteen (15) school days of the final decision at Level III or, if no decision at Level III was issued, within fifteen (15) school days of the latest date when said decision should have been issued. All arbitrations shall be held before one of the following arbitrators on a rotating basis (alphabetically): Howard Edelman (Long Island), Ben Falcigno (Albany) and Jeffrey Selchick (Albany). If the selected arbitrator cannot schedule arbitration within fifteen (15) school days of being contacted, the next arbitrator will be contacted. Should any of the named arbitrators cease doing arbitrations, his name will be removed from the list and a mutually agreed upon replacement will be named. The rules and procedures of the American Arbitration Association, except for the selection of an arbitrator, shall apply to the conduct of hearings. The selected arbitrator will hear the matter and will issue a decision. The arbitrator shall have no power or authority to make any decisions that require the commission of an act prohibited by law or which is volative to the terms of this agreement. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues. The decision of the arbitrator shall be final and binding upon all parties. The cost for the services of the arbitrator, including expenses, if any, shall be borne one-half by the Board and one-half by the Association or the grievant if not supported by the Association.

ARTICLE IV – ASSOCIATION RIGHTS

4.1 Association Office Space

The Association shall be provided office space within the District. The office space provided shall be private and furnished with not less than a teacher's desk and chair, three drawer file cabinet and bookcase.

4.2 Association Leave

- a. The District shall grant excused absences with pay of up to a total of six (6) work days per year to designees of the Association for attendance at meetings of the Association and its related parent organizations. Such days shall not be deducted from the designee's personal or sick leave.

- b. The President of the Association shall notify the CSO at least ten (10) days in advance of such meetings, except where a State or National affiliate gives such short notice as to make compliance impracticable. In such cases, notice shall be given at the earliest possible date.

4.3 Payroll Deduction of Dues

- a. The District agrees to deduct from the salaries of teachers, dues for the Fort Plain Teachers' Association and its affiliates as said teachers individually and voluntarily authorize the school district to deduct, and to transmit the monies promptly to the Association. Said dues deductions will be made in approximately equal installments beginning with the second pay check and extending over the ten (10) month pay period.

- b. Agency Fee

- 1. The Fort Plain Central School District shall deduct from the salary of employees of the bargaining unit who are not members of the Fort Plain Teachers' Association (FPTA) an amount equivalent to the dues levied by the FPTA and shall transmit the sum so deducted to the FPTA in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The FPTA affirms that it has adopted such procedures for refund of Agency Shop Fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of the State of New York. The provision of agency fee deduction shall continue in effect so long as the FPTA maintains such procedure.
 - 2. The agency fee deduction shall be made following the same procedures as applicable for dues check off, except as mandated by law or this agreement.

4.4 Credit Union

The District agrees to make payroll deductions for the Montgomery County Teachers' Federal Credit Union upon receipt of the appropriate authorization from the individual teacher.

4.5 Payroll Savings Plan

The District agrees to make payroll deductions for the purchase of US Savings Bonds in increments equal to the purchase price of standard denomination bonds upon receipt of the appropriate authorization from the individual teacher.

4.6 Direct Deposit

The District agrees to offer direct deposit to local banks upon receipt of appropriate authorization from the individual teacher.

4.7 Board of Education Meetings

- a. The Association, upon request to the Superintendent, may be given a place on the agenda of any regular meetings of the board.
- b. The Board of Education meeting agenda will be made available to Association members in the superintendent's office prior to each regularly scheduled Board meeting. The District will provide the Association with a copy of Board of Education meeting minutes within one week of the approval of said minutes.

4.8 Handbook and Contract

- a. The President of the Association and the Chairman of the Association Grievance Committee shall be provided a complete, updated listing of curriculum existing within the District and Board policies. These materials are to be available as soon as possible after the beginning of the new school year.
- b. The District shall be responsible for typing and preparing contract copies for all members of the Association.
- c. The CSO agrees to provide for each member of the bargaining unit, a complete and updated copy of the handbook which will include, but not be restricted to, the following information:
 1. Grading philosophy
 2. Requisition procedures
 3. Student disciplining policy
 4. Fire drill procedures
 5. Payroll dates
 6. Student attendance policy

Such handbook shall be distributed by the beginning of each new school year.

4.9 Obligations of the Association

The Association and the teachers agree that during the term of this Agreement, there shall be no strikes or refusals to perform contractual services.

4.10 Obligations of the District

The Board and the CSO agree that during the term of this Agreement they shall not engage in an unlawful lockout (including unlawful withholding of salaries) of personnel covered by this agreement nor shall they discriminate against any teacher with respect to terms and conditions of employment because of that teacher's membership or non-membership in the Association or because of his participation in collective negotiations with the Board and the CSO or because of his institution of any grievance under the provisions of this Agreement or discriminate against any teacher for any related Association work.

4.11 Right to Visitation

All teachers in the District or their representatives shall have the right to visit all district facilities during hours which the school buildings are open and at other times by the permission of the building administrator.

Exceptions to this rule shall be private office areas, the outer office areas of the district office, areas which are used primarily for the storage of school supplies and the area used for Xerox copying. Visitation to such areas shall be with the prior approval of the CSO or during a period when the area is supervised by the CSO or his/her designee.

4.12 Association Meetings

Except in cases of emergency situations, the President of the Association shall notify the CSO at least one (1) week in advance of any scheduled Association meeting held on school property. No such request shall be denied unless the request conflicts with a previously scheduled activity. Members of the Association shall be relieved of all school duties to attend Association meetings held outside of school hours (see school day definition 4.13).

4.13 Length of School Day

The regular school day shall not be more than 7 hours and 20 minutes consecutively, this to include the duty free lunch period of thirty (30) minutes, except where present practice differs, such as permission from the principal, faculty meetings, department coordinator meetings, etc.

4.14 Length of Work Year

- a. The work year for teachers shall not exceed 182 work days including two (2) staff development days. The student contact days shall be limited to 180. Association representatives will be given the opportunity for input on the format of the calendar prior to the CSO's recommendation to the Board.
- b. The Association representatives will meet with the CSO each year to discuss the calendar for the following year. The finalized calendar will be distributed to all members of the bargaining unit on or before the first day of school. The finalized calendar will be included in the contract as an Appendix. The Board has the right to alter the calendar unilaterally up to sixty (60) days prior to the day(s) to be changed.

4.15 Forms

It is agreed that the following forms shall be included in the contract as an appendix:

- a. Evaluation form
- b. Grievance form
- c. Personal Leave form
- d. Calendar
- e. Professional Development Plan form

4.16 Use of School Facilities

The Association shall continue to have the right to use school facilities such as mail boxes, paper, copy machines, computers, rooms, etc. The Association will reimburse the District for supplies used for Association business. The use of these facilities will be limited by Section 4.11.

4.17 New Hires

- a. When a new teacher is hired by the Board, the Association shall be given the appointee's name, address and telephone number.
- b. New employees may be required to attend an orientation meeting in Fort Plain prior to the first day of school. If more than one day is used for the orientation meeting, attendance will

be voluntary and attendees will be compensated at the rate of 1/200th of their annual salary for each additional day. Such orientation shall include but is not restricted to.

1. Building orientation
2. Audio-visual and other teaching equipment
3. District handbook
4. At least fifteen (15) minutes of time for an Association presentation.

(Nothing in the above section shall preclude an individual from attending an orientation meeting in another facility, i.e., BOCES as a conference.)

- c. The Association President will be given a proposed agenda of the orientation meeting a minimum of one week prior to the meeting.

ARTICLE V – TERMS AND CONDITIONS OF EMPLOYMENT

5.1 Teacher Evaluation/Professional Development

I. Probationary Teachers – Since the goal of the evaluation process is to assist the probationary teacher and to provide opportunities for personal and professional development and growth, the following system of evaluation will be followed for probationary teachers.

During Year One: Evaluation will be done through both FORMATIVE and SUMMATIVE activities outlined below:

- a. Prior to the end of the second week of school building principals will meet on an individual basis with the new teachers to discuss district expectations and goals. The Director of Special Education will meet on an individual basis with the new special education staff to discuss district expectations and goals.

For the remainder of Article 5.1 the word “observer” will be used to mean principal or Director of Special Education.

- b. Beginning in November, the building principals or Director of Special Education will begin conducting formal, announced classroom visitations using the formative evaluation form. A minimum of three (3) formal classroom visitations will be conducted each year for each probationary teacher. If a teacher is shared between buildings, the Superintendent of Schools will decide which observer will be responsible for developing the evaluation with the teacher. Prior to the classroom visitation, the teacher and the observer involved will meet to discuss the cover page of the formative evaluation form (a copy of which is attached hereto). Prior to the post-classroom visitation meeting between the teacher and the observer, the teacher will complete the lesson summary (page 2) of the form. This summary and the observer’s notations made during the visitation will serve as a basis of discussion to be conducted between the teacher and the observer. The post-classroom visitation discussion will be held within five (5) school days of the classroom visitation. Notes of the discussion (from both parties) will be recorded on page 3 of the evaluation form. During the post-classroom visitation discussion, the teacher and the observer will develop an effective action plan to be completed prior to the next classroom visitation. There will be at least a two-week interval between formative observations.

- c. "Informal" observations may be conducted at the discretion of the district without notice to the teacher. The number of such informal observations which may be conducted will be reasonable under the circumstances. A narrative account of the informal observation may be developed by the administrator and placed in the teacher's file. Informal observations shall be subject to the provisions of Article 5.2(b). Formal and informal observations shall be performed during the school year by certified district building principals and/or the Superintendent. The Director of Special Education and/or building principals and Superintendent shall perform formal and informal observations of certified special education staff. Prior to informal visitations by the Superintendent, the observer involved will be consulted to review the teacher's formative plan.
- d. At the end of the first year, a Summative Evaluation in narrative form will be developed by the principal or Director of Special Education between June 1 and June 20 after meeting with the teacher involved and based upon the following:
 - 1. The written evaluations developed during the year and progress made through the various action plans developed.
 - 2. A minimum of three (3) and a maximum of five (5) artifacts presented to the observer by the teacher.
 - 3. A self-evaluation written by the teacher will be presented to the observer during the evaluation meeting.

The summative evaluation will be discussed by the observer and the teacher prior to the last day of the school year. It will include a clear indication of progress toward tenure and any recommendations for further development or for teachers who have not shown appropriate progress toward tenure, a recommendation to the Superintendent to terminate the probationary appointment. The summative evaluation will also include the method of evaluation to be followed for the second year of probation (see selections A and B below).

During Year Two:

- a. For teachers making satisfactory progress toward tenure at the end of the first year of probation, the same evaluative procedure in year one will be followed.

Teachers making satisfactory progress toward tenure at the end of the second year of probation will choose a form of evaluation/professional development to be followed during the third year of probation from the menu provided for tenured teachers.

- b. For teachers deemed to need additional assistance in making satisfactory progress toward tenure at the end of the first year:
 - 1. The teacher and the observer will develop an effective action plan.
 - 2. Increased classroom visitations (a minimum of six during the school year) with formative evaluations.

Between June 1 and June 20 of the second year, the observer will develop a summative evaluation based upon the progress made toward the goals identified in the action plan (#1 above) and items listed in Section D above. The summative evaluation will include a recommendation to move the teacher to the Professional Development Menu for tenured teachers or to terminate the probationary appointment.

During Year Three:

Probationary teachers will make a selection from the Professional Development Menu provided for tenured teachers. By February 1, a final summative evaluation will be prepared by the observer based upon progress in the menu choice and the formative evaluations from year one and year two. A recommendation for the approval of or denial of tenure will be forwarded by the observer to the Superintendent of Schools no later than February 15.

II. Tenured Teachers

Professional Development of Tenured Teachers – The following format for professional growth has been specifically developed for tenured teachers.

1. By no later than December 1st of each year, tenured teachers will select an activity from the Professional Development Menu and follow the general guidelines described there. Teachers will design a format that is best suited to meet their individual needs and/or the needs of their classroom or program. Teachers may work on an individual basis or in conjunction with other faculty members. Choices will be previewed by the building administrator or Director of Special Education and teacher(s) involved through the use of the Professional Development Plan (PPDP) form. (A copy of which is attached hereto.) The written plan and resulting culminating activity (if appropriate) will become a part of the teacher's personnel file. Teachers will be allowed to make changes that are necessary to meet the teacher's professional needs.
2. "Informal" observations may be conducted at the discretion of the district without notice to the teacher. The number of such informal observations which may be conducted will be reasonable under the circumstances. A narrative account of the informal observation may be developed by the administrator and placed in the teacher's file. Informal observations shall be subject to the provisions of Article 5.2(b). Informal observations shall be performed during the school year by certified district building principals, certified Director of Special Education or the Superintendent of Schools.
3. **Professional Development Menu**

General Guidelines

- Define a focus (related to the teacher's area of instruction/responsibility and/or general professional growth).
 - Choose an activity(ies) which effectively matches the focus.
 - Determine an action plan.
 - Implement the plan.
 - Upon completion, present a culminating activity.
- a. **Peer Coaching** – An opportunity for two teachers to interact professionally to enhance instructional practices.
 - b. **Journal Writing** – A reflective narrative that allows a teacher to examine teaching style, classroom management, student performance

- and/or other pertinent issues as defined in the PPDP (minimum: weekly entry).
- c. Portfolio Development – Selection of representative works.
- Limit to ten items that are directly related to areas defined in the PPDP;
 - Keep it simple and easy to understand;
 - Let it evolve over the year to show growth and improvement in specific area
- d. Video Taped Session(s) – To record classroom environment with a specific purpose in mind. The video(s) would be used as a basis for personal improvement by the teacher involved.
- e. Goal Setting – Identify areas of interest or need and develop a plan of action to bring about desired change in program or classroom.
- f. Teacher Requested Observation – Teacher requests that a particular person observe and share impressions and ideas as related to areas defined in the PPDP. May include a peer, parent, outside professional, administrator, etc.
- g. Presentation to Group of Educators – The teacher presents a topic of interest and expertise to an appropriate group of professional educators. (i.e., participating as a presenter in the district's ongoing in-service program.)
- h. Professional Visitation – An opportunity for teachers to observe others and to gather information to enhance one's own teaching skills and program. Observations should target areas defined in the PPDP. Visitations may be within the school district or in neighboring districts.
- i. Conference/Seminar Attendance – Participation in conferences/seminars to learn instructional techniques and/or explore cutting edge developments in the individual's area of instruction.
- j. Professional Reading – An annotated bibliography of multi-media sources related to areas defined in the PPDP (minimum of ten entries).
- k. College Course Work – Enrollment in course work to enhance personal and professional growth. (Above and beyond course work mandatory for appropriate certification). Courses should be pertinent to the individual's area of instruction/responsibility.
- l. Participate in a Study Group – Teachers meet to discuss issues which are defined as areas of concern in their PPDP, with a goal of developing an action plan.
- m. Team Teaching – Two or more teachers working together to deliver instruction across curriculum areas and/or grade levels.
- n. Program Improvement – A teacher or teachers working together to update program, procedures, curriculum, etc.
- o. The teacher requests an administrator to conduct a formal observation. The observation will be written as a narrative unless the teacher attaches a specific form. The form to be used will be attached to the Professional Development Plan (PPDP) when it is submitted.
- p. Other Options – Creative ideas which are mutually agreed upon and which target a teacher's specific area of instruction/responsibility.

Confidentiality is required as appropriate for all professional growth activities. (i.e., a personal reflection on practices journal would not be shared in its entirety as a culminating activity, however, a synopsis prepared by the teacher or selected entries chosen by the teacher may be used as a culminating activity). Artifacts will remain the property of the teacher.

5.2 Personnel File

- a. Each member shall have the right to review at any time his personnel file, make copies of the material in the file and add new materials. Only one personnel file shall be kept on each teacher, and it shall remain confidential during its existence. Only the teacher whose file is in question, a certified district administrator, the CSO's secretary, the Clerk of the Board of Education and the Board of Education when sitting in legal session upon request to the CSO, shall have the right to review the contents of the file without permission. Anyone else requesting to view the file must have written permission from the teacher whose file is in question. A copy of all material added to the file will be given to the teacher. The CSO will be notified in writing on a school-provided form of any addition to the file by the teacher.
- b. No material derogatory to the teacher's conduct, service, character or personality, shall be placed in his/her personnel file unless the teacher has had an opportunity to review and respond to the contents if he/she so desires. The teacher will acknowledge such review has taken place by affixing his/her signature thereto, which shall not indicate agreement with its contents. The teacher has the right to attach rebuttal material.

5.3 Fair Dismissal and Fair Notice

a. Termination Because of Abolishment of a Position

Should it be necessary to abolish a teaching position, the teacher affected must receive written notice prior to March 15 stating that the position will be abolished effective July 1.

b. Termination of First and Second Year Teachers

Notice of a decision not to rehire a first or second year teacher must be given in writing prior to July 1. This deadline may be extended by mutual agreement among the teacher involved, the Association and the District.

c. Termination After the Second Year of Probation

Termination notice for any teacher in the district more than two (2) years will be ninety (90) days.

d. Notice to the Administration

Any teacher not planning on returning must give notice in writing to the CSO by June 30.

e. Just Cause and Due Process

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, discharged or deprived of any professional advantage without just cause. Due process provisions of the law will be strictly adhered to. However, after due process has been followed, the teacher shall be

given an opportunity to follow the steps described in Level IV of the Grievance Procedure of this Agreement.

5.4 Employment Vacancy

As soon as an employment vacancy is officially known to exist in the district, written notice will be given to the Association President by the CSO. The CSO will post the vacancy in the faculty room of each school building. Details of the position will be available from the CSO or the building principals. Should an employment vacancy become known to exist during July and August, written notification will be given to the Association President and all staff members certified for said position. The CSO will not make any recommendation to the board for a probationary appointment until the vacancy has been posted for ten (10) days. The CSO and the board reserve the right to make a temporary appointment during this ten (10) day period.

5.5 Transfers

- a. A transfer is defined as a change in assignment from one designated tenure area to another or, in the elementary tenure areas, between the following designated areas:

Area 1 – Pre-kindergarten, Kindergarten, Pre-first

Area 2 – Grades 1-3

Area 3 – Grades 4-6

- b. No teacher shall be transferred without giving written prior approval.
- c. Teachers denied a transfer request will be given reasons for such denial verbally. Said teacher will, upon request, be provided with written reasons for such denial, which will be placed in their personnel file.

5.6 Seniority in Case of Consolidation

A teacher originally employed by one of the former districts, carries into the consolidated district exactly the same tenure rights he/she had in the former district in which he/she was employed. In the event that districts merged have different salary and/or benefit levels, teachers shall receive the highest salary and benefit level provided in the negotiated agreement in existence at the time of the merger. If there should be more teachers with tenure in certain tenure areas than there are positions in those areas in the consolidated district, those teachers having seniority will be retained. In the event that new positions open in the future, teachers laid off because of consolidation shall be given first opportunity to fill such positions. Such teachers shall be placed on a preferred eligibility list for seven (7) years.

5.7 Maintenance of Staff

The District may not abolish a bargaining unit position for budgetary or program reasons between September 1 and June 30 of each school year.

The District may abolish a bargaining unit position for budgetary or program reasons as long as the effective date of the abolition falls between July 1 and August 31.

Should a teacher be discharged between September 1 and June 30, said discharged teacher shall be replaced as soon as possible.

5.8 Sub-contracting

No direct instruction or professional duties (i.e., librarian, counselors, psychologist) presently performed by the teaching staff shall be assigned to anyone else without the written consent of the Association except in an emergency. Note: The teacher of summer school classes is specifically excluded from this article. Any course taken for Fort Plain credit that is not taught (actual instruction, not just monitoring) by a member of the Fort Plain Teacher's Association will be subject to Article V – Section 5.12 (Distance Learning) of the Agreement. This specifically refers to 5.12 (a.1) and 5.12 (c).

5.9 Elementary Swimming Program

When federal funds are available in the elementary school, an aide shall supervise the pupils taking part in the swimming program. Teacher supervision of the swimming program shall fall within the normal workday.

5.10 Sales People

Teachers shall meet with sales people only during their designated planning period or other non-teaching periods.

5.11 Extra Help and Discipline

Teachers will be able to detain students after school for extra help and discipline following the procedure in Board of Education policy.

5.12 Distance Learning

a. General

1. The purpose of the program is to provide courses and other offerings that would not otherwise be available to the receiving school.
2. The parties acknowledge and confirm that participation in the Distance Learning Program shall not be used by the district to argue that the Association may have waived any rights that may exist to the exclusivity of bargaining unit work.
3. Distance Learning courses transmitted from FPCS will be voluntarily taught by bargaining unit members and agreed to by the teacher and the Executive Committee of the Association.

b. No Reduction in Force

No member of the bargaining unit on the effective date of this Agreement in a tenure area shall be subject to a reduction in force, in whole or in part, as a result of the district sending/receiving courses in that tenure area through a Distance Learning Program.

- c. No course currently (as of September 2000) being offered at Fort Plain Central School will be received on the network unless agreed to by Executive Committee of the Association.

d. Training

1. The parties agree that training for participants will be provided. The cost(s) of training shall be established and borne by the district. Compensation will be at the tutoring rate.
2. When a teacher accepts an assignment to develop or modify curriculum for a course to be offered through Distance Learning, the teacher shall be compensated for his/her services according to the summer curriculum rate.

e. Program Committee

The President of the Association will annually s(elect) a voting member to the Program Committee. Decisions of the committee will be reached through consensus.

f. Audio-Video Recordings

1. Due to the interactive nature of the technology, the transmission should be live. Subsequent use of taped recordings of live transmission will be used solely for viewing by students enrolled in the course.
2. Any audio-visual recordings of the classes made in the host district are the property of the host district and the district shall make such recordings available for the teacher's personal, professional, non-commercial use. Such recordings will not be used in teacher evaluation.
3. No participating district shall make any audio-visual recordings without the knowledge of the sending teacher. It is expected that the makings of recordings will be solely for the purpose of students currently enrolled in the course.
4. In the event that the Distance Learning Program is transmitted over public access cable television as part of the regular instructional program, the transmitted program shall be broadcast using a scrambled signal and the receiving district shall use a descrambler for instructional purposes.
5. All tapes of Distance Learning courses in both transmitting and receiving schools will be erased, destroyed or returned to the teacher at the conclusion of the course.

g. Scheduling

1. The calendar of the host district shall be used for each course being taught.
2. The time of transmission will be determined by the district within the normal confines (starting and ending time) of the daily schedule of classes.
3. Distance Learning Programs will not result in the undue fragmentation of adjacent class periods in which Distance Learning Program students are enrolled. No student shall leave a regular class early or arrive at a regular class late in order to participate in a course offered on the network.

4. Distance Learning Courses shall not adversely the preparation or workload of the remainder of the unit members.

h. Maintenance

The transmitting teacher shall not have responsibility to maintain or repair any equipment used in transmitting the lesson, or any equipment used in responding to the inquiries of those receiving the broadcast. Operational responsibilities should be minimal and appropriate training provided.

i. Class Size

Distance Learning classes shall be limited to a maximum of twenty (20) students at a maximum of three (3) sites, unless the transmitting teacher and the Executive Committee of the Association consents otherwise. The parties acknowledge and confirm that this language shall not be used by the Association to argue that the District has waived any position with regard to class size in programs other than Distance Learning.

j. Grading

All grading of schoolwork and tests shall be done in the transmitting school by the transmitting teacher who will cooperate with a designated person in the receiving school for these purposes. If the grades need to be translated into a different system to agree with the receiving school's system, that shall not be the responsibility of the transmitting school's teacher. The transmitting teacher will send grades to the receiving school at the time and in the manner when he/she turns in grades in the transmitting school district.

k. Receiving Schools

The teacher shall not be expected or required to attend any functions in the receiving school(s) district(s), but will be available to receiving students and their parents during the normal school day. Teachers voluntarily attending such functions will be reimbursed for mileage and meals.

l. Substitutes

In the event of the transmitting teacher's absence, the host district shall be expected to provide a substitute teacher trained on the network.

m. Teacher Evaluation

Evaluation of the teacher will be done in accordance with the provisions Article 5.1. Any complaint with respect to the transmitting teacher's performance originating in a receiving district will be made known to the transmitting teacher within two (2) school days by his/her administrator.

n. Textbooks and Related Materials

The transmitting district determines textbooks and related materials for Distance Learning courses.

o. Off Site Origination

Teachers will be permitted and encouraged but not required to transmit at least once each semester from each district that receives his/her course. The school district will provide release time and mileage.

p. Receiving District

1. A district employee shall be assigned to the receiving class to provide assistance to the students and be available to operate cameras or other equipment and to be a liaison with the sending teacher. If the employee thus assigned is a bargaining unit member, maintenance of equipment shall not be his/her responsibility, unless said employee was hired expressly for that purpose.
2. There will be a designated employee at each receiving school to provide inter-school communications, collect and distribute materials, monitor students when directed, and provide student emergency information.
3. The receiving district shall assume full responsibility and liability for the supervision and maintenance of discipline of students in the receiving school.

q. Collaborating Organizations

Unless mutually agreed by the District and the Executive Committee of the Association, college courses that give no high school credit may not be received during the school day and for a period of thirty (30) minutes thereafter.

r. Visitors

Visitors will be allowed to view Distance Learning classes when the visit is pre-scheduled with the transmitting teacher and principal at a time convenient to the transmitting teacher.

5.13 Teacher Mentor Program

In accordance to Commissioner's Regulations 100.2(dd) (iv), Part 80-3.4. The District and Teacher's Association are committed to a mentor teacher program. The Mentor Committee shall evaluate this program developed and accepted by the Board of Education on a yearly basis. Necessary adjustments shall be made upon mutual agreement between the District and the FPTA.

1. Mentors shall be tenured teachers of the district.
2. Mentors and the chairperson shall receive a \$500 stipend.
3. Mentors and the chairperson attending a two-day summer training workshop, orientation, Professional Development or any other workshop, shall be compensated at the in-service rate (12.4).

ARTICLE VI – INDIVIDUAL TEACHER RIGHTS

6.1 Academic Freedom

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and students is encouraged.

6.2 Corporal Punishment

- a. No teacher of the District shall use corporal punishment against a pupil.
- b. “Corporal Punishment” means any act of physical force upon a pupil for the purpose of punishing that pupil, except as otherwise provided in sub-division “c” of this section.
- c. In situations in which alternative procedures and methods not involving the use of physical force cannot reasonably be employed, nothing contained in this section shall be construed to prohibit the use of reasonable physical force for the following purposes:
 - (i) to protect oneself from physical injury;
 - (ii) to protect another pupil or teacher or any person from physical injury;
 - (iii) to protect the property of the district or others; or
 - (iv) to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of district functions, powers and duties, if that pupil has refused to comply with a request to refrain from further disruptive acts.
- d. If a teacher is called as a witness or is subjected to court action as a result of a charge, such as but not limited to, negligence, use of corporal punishment, or any other action occurring during the discharge of his duties within the scope of his employment, such teacher shall have the right to submit a list of three attorneys from which the Board will select one. Consistent with Education Law, the Board of Education assumes full responsibility of such action, including the fees of the selected attorney, without recourse to the teacher.
- e. This Article may be reopened unilaterally by either party during the life of this Agreement.

6.3 Professional Conferences

Requests to attend professional conferences shall be granted in a fair and equitable manner by the Superintendent.

6.4 Emergency Situation

In the event of an emergency situation, teachers shall have the responsibility of aiding in an organized evacuation of the building(s) involved. Following evacuation, the teachers shall help in providing supervision of the students and shall continue to be available for supervision until such time that it can be reasonably assumed that the students have arrived safely home. However, in no instance will a teacher be asked to return to the building until it is deemed safe for return of the entire faculty and student body.

6.5 Graduation Attendance

Faculty attendance at graduation shall be compulsory only for those teachers having responsibilities at graduation.

6.6 Right to Leave the Building

Any teacher wanting to leave the building during the school day shall do so under the following conditions:

- a. the office has been notified in advance of such a leave;
- b. it is during a time when a teacher has no supervisory responsibility or if the teacher needs a substitute, the building principal shall make the necessary arrangements;
- c. when leaving shall impact teaching time, Sections (a) and (b) are intended to accommodate sickness, personal emergencies or personal business which cannot be conducted during non-school hours. In such instances, the teacher shall inform the building principal of the reason for the request.

6.7 Pay Check Distribution Schedule

The District will distribute paychecks on a 22 or 26 pay plan commencing with the first Friday of school and every two weeks thereafter in equal installments. Receipt of the first paycheck in September is contingent on completion of two weeks of lesson plans accepted by the building principal. If a pay period should end during a vacation that is over one (1) week in length, then a double paycheck shall be given for the previous pay period. The mechanics to implement this plan shall be at the discretion of the School District Clerk.

6.8 Teacher Reprimand

No teacher will be disciplined or reprimanded in the presence of students.

6.9 Parent/Student Complaint

Any complaint made against a teacher by a parent and/or student shall be brought to the teacher's attention within five (5) school days after the complaint has been received. No action shall be taken on such a complaint before the teacher has received notice of the complaint.

6.10 Place of Residence

No teacher shall be discriminated against because of place of residence.

ARTICLE VII – TEACHER ASSIGNMENT AND LOAD

7.1 Teacher Assignment

Teachers in Grades K through 6 shall receive their assignment notice on or before the Wednesday before high school graduation. Teachers in Grades 7 through 12 shall receive written notice of their assignment, including subject area(s), number of sections and preparations as soon as is practicable following completion of the junior-senior high school scheduling, but under no circumstances later than August 1. The teacher affected by the proposed change of assignment,

will be notified before the change is made, and may request a meeting with administration to discuss the proposed change. The teacher may request to have an Association representative present at the meeting.

7.2 Teacher Load

a. Class Size – Joint Review Committee

If a teacher assignment is in excess of that allowed by Part 100 of the Commissioner's Regulations, that teacher has the right to appeal to the Joint Review Committee for relief. The Joint Review Committee shall be made up of one administrator, two board members, one union representative and two teachers chosen by the Association. If as a result of the study of the Joint Review Committee, it is found that there is an overload above Part 100 of the Commissioner's Regulations, the Board of Education has two options:

1. Realign the situation;
2. Offer additional compensation.

b. Lunch Period

All teachers in the District shall be provided a duty-free lunch period of at least thirty (30) consecutive minutes (exclusive of travel time) during the normal lunch hours of 11:00 a.m. to 1:00 p.m. or during the normal lunch periods assigned to the students.

c. Preparation Period

All teachers shall have a minimum of 200 minutes per week assigned for professional discretionary time (a minimum of 40 consecutive minutes per day). Teachers in grades five through twelve will be limited to six contact periods per day.

7.3 Notice of All Faculty Meetings

A one (1) week notice of faculty meetings will be provided to the Association, except in emergencies. Agendas will be available at least two (2) school days prior to the meeting.

7.4 Assignment of Duties of Other Teachers

Teachers shall not be assigned to perform the duties of an absent teacher, except in an emergency. Nothing herein shall prevent a teacher from voluntarily performing the duties of an absent teacher.

7.5 Open House Call Back

No teacher shall be required to attend more than one open house per year unless that teacher teaches in more than one organizational division (K-6, 7-12), in which case that teacher shall not be required to attend more than two open houses per school year. Open house call back duties in excess of those allowed by this section shall be compensated at the rate of one third of the attending teacher's daily rate of pay.

7.6 Teacher Travel

The District will make every attempt to assign a teacher duty in one building only. The district will allow the teacher adequate travel time to get from one assignment to another. In the event that teachers must be assigned back-to-back classes in different buildings, the District assumes the responsibility for providing supervision of students until the teacher arrives for the class.

ARTICLE VIII – TEACHER BENEFITS

8.1 Group Health Insurance

a. Health Insurance

Beginning with the 2004-2005 school year and in subsequent years, instructional bargaining unit employees hired on or after July 1, 2004 who have either two person or family health insurance coverage will assume the cost of 15% of the premium while employees with individual coverage will assume the cost of 7.5% of the premium.

All instructional bargaining unit employees hired from July 1, 1997 through June 30, 2004 (inclusive) who have either two person or family health insurance coverage will assume the cost of 10% of the premium while employees with individual coverage will assume the cost of 5% of the premium.

All instructional bargaining unit employees hired prior to July 1, 1997 will continue to assume the cost of 5% of the health insurance premium.

Health insurance coverage is Excellus BlueCross BlueShield of Utica-Watertown or a plan providing at least equal benefits and claim procedures. Mutual agreement is needed to permit a change.

b. Alternative Health Insurance

The District agrees to provide alternative health insurance in the form of a single lump sum payment. The following guidelines apply:

1. Employees must declare by September 15 of any school year their desire not to join the health insurance program for that school year.
2. It is understood that once an employee opts not to join the health insurance program that the employee will not automatically be re-enrolled in the health insurance program the following year and that re-enrollment can only occur in October or July of any school year, or at such time designated by the school's carrier. Applications must be submitted fifteen (15) days prior to the re-entry month.
3. By no later than February 1 the District will pay a sum of \$1,200 for family and two-person coverage and \$600 for single person coverage to employees opting not to participate in the group health insurance program.

c. Supplementary Medical Coverage (Dental)

The Board of Education shall provide supplementary medical coverage as follows: The Board shall pay 80% of all dental costs for each employee and the employee's immediate family as defined by the existing health insurance plan, up to \$1,250 (actual payment \$1,000).

- (i) Claims will be paid only on dental work actually done during the school calendar year (July 1 – June 30). Claims for previous year's dental work must be submitted before August 1 of any given year.
- (ii) This plan is non-duplicating. Other insurance coverage must be used first. The plan will pay on the difference.
- (iii) Claims submitted by the Friday prior to a regular Board of Education meeting will be paid by the Friday immediately following the last Board of Education meeting of the month.
- (iv) Claims must include: employee's name, patient's name and relationship to the employee, patient's birth date, description of work performed, dentist's attestation.
- (v) Eligibility of family members is the same as that defined under the district's health insurance plan.

8.2 Personal Property Destruction

The District shall reimburse teachers for costs of replacing any clothing, personal property, eyeglasses, hearing aids, or similar bodily appurtenances which are damaged or destroyed in the discharge of their duties within the scope of their employment, when evidence of such is presented.

8.3 Injury Pay

The District agrees to grant full pay less compensation payments made while recovering from injuries sustained while performing assigned duties for at least one full year without loss of sick leave. The aforementioned payments will be in effect during the time covered by compensation payments. When partial compensation payments go into effect, the teacher will be required to resume those duties deemed appropriate by the compensation authorities reviewing the teacher's case and physical condition.

8.4 Tuition Waiver

The District shall allow tuition waiver for children of non-resident teachers.

8.5 Life Insurance

The District agrees to assume the entire cost of a \$50,000 Life Insurance Policy with a double indemnity rider for all individuals represented by the Association.

8.6 Physical Examination

The District agrees to provide a physical examination each school year for members of the Bargaining Unit by the school physician at no charge to the unit member or to reimburse the unit member up to \$50.00 if they choose to use their personal physician. For reimbursement, the

member must submit a receipt and physician's attestation that the physical examination was performed.

ARTICLE IX – LEAVES OF ABSENCE

9.1 Personal Leave

- a. The Board of Education may, at its discretion, grant personal leave for any reason that the individual teacher deems just and proper, including but not restricted to educational, governmental service, mental health, other employment on a trial basis, or entirely personal. Said leave shall be in increments of one semester and shall not exceed two semesters with the exception of a child rearing leave which may be up to four semesters.
- b. While on leave, teachers shall have the option of continuing in the teachers' group health insurance plan and group life insurance plan at their own expense. When returning following the leave, teachers shall be placed on the salary schedule one step above the step occupied during the year prior to the leave. Said teachers shall retain all accrued benefits attained at the time of such leave.

9.2 Sabbatical Leave

At the discretion of the Board of Education, the District may award sabbatical leave to individuals of the faculty after seven years of service in this school system on a full year-one-half pay or half year-full pay basis for travel or study. The sabbatical leave shall be awarded on a basis of total experience in this system with the restriction that no more than one individual from each school building be granted leave during any school year; that notification of desire for sabbatical leave shall be given to the Board by March 1 for the following school year; that the individual shall enter into an agreement with the Board that the individual shall return to this school system to teach for at least two years following the sabbatical leave. In each case a proposed plan of study or travel must be approved by the Board. Teachers on sabbatical leave shall have the option of continuing in the group health insurance plan by paying their own premium. Upon return they shall be assigned to the same position.

9.3 Temporary Leave – Jury Duty

The District agrees to grant a temporary leave of absence with full pay, less jury duty pay, to a teacher serving as a juryperson, or full pay, less witness fee, for attendance required in court as a witness or by a subpoena, based on remuneration received. In any day when a teacher serving as a juror is excused by the court, the teacher-juror must report back to school as soon as possible.

9.4 Sick Leave

a. Sick Leave

The District agrees to award fifteen (15) days sick leave per year, cumulative to two hundred (200) days maximum. In addition, no more than five (5) of the fifteen days sick leave may be allowed for family sick day reasons.

b. Accounting of Days for Partial Days Absence

Days absent shall be counted to the nearest one-half day for purposes of deduction. A teacher must be present for at least two (2) hours and thirty (30) minutes to be given credit for one-half day of attendance. A teacher must be present for at least five (5) hours to be given credit for one full day of attendance.

9.5 Death in the Family

Leave will be given for each occurrence of death in the immediate family*. Said leave will be allowed for seven (7) consecutive days, including the day of death. Paid leave will be given for any workdays falling during this seven (7) day period. Paid leave will be deducted from the teacher's accumulated sick leave.

*Immediate Family Definition – Spouse, son, daughter, mother, father, and/or guardian, grandparents, grandchildren, step-children, step-parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or relative by blood or marriage residing with the family.

9.6 Serious Family Illness

Paid leave will be given for each occurrence of serious family illness in the immediate family*, to a maximum of thirty (30) work days per year. Serious illness is defined as being listed in critical or serious condition by the doctor or the hospital. This paid leave will be deducted from the teacher's accumulated sick leave. A doctor's certificate may be required.

*Immediate Family Definition – Spouse, son, daughter, mother, father, and/or guardian, grandparents, grandchildren, step-children, step-parents, mother-in-law, father-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or relative by blood or marriage residing with the family.

9.7 Sick Leave Bank

Purpose – To cover loss of income in the case of serious illness or injury which cannot be fully covered by Workers' Compensation or other insurance.

Administration – The Sick Leave Bank shall be jointly administered by the CSO and the President of the Association. In case of disagreement, the CSO's decision shall prevail but shall be subject to the Grievance Procedure.

Membership – Membership in the Sick Leave Bank is open to all employees of Fort Plain Central School. All members of the bargaining unit shall be eligible for membership provided that:

- a. They sign the appropriate application form provided by the Association by which they agree to contribute two (2) days to the bank.
- b. They or the Association President delivers a certified copy of the form to the CSO by October 1, of each new member.
- c. Days so contributed shall not be refundable.

Assets

- a. The bank shall be made up of all the deposited days of its membership.
- b. Days withdrawn from the bank shall be jointly supplied by the bank and the District. The maximum number of days provided by the District in any fiscal year shall be forty-five (45).

Limits

- a. No member shall incur a debt to the bank in excess of ninety (90) days.
- b. A member may not receive income from all sources greater than his/her regular salary amount.

Repayment

- a. Upon returning to duty, the employee shall work out a repayment schedule with the administrators of the bank. Repayment shall be made at the rate of at least five (5) days per year.
- b. Permanent disability or death cancels all debts to the bank.
- c. Employees leaving the district for reasons other than retirement before a debt to the bank is repaid, shall be required to repay the district at the rate of 1/200th of yearly salary averaged over the final three (3) years of employment or for eleven or twelve month employees, their average daily rate over the last three years of employment. Such repayment shall cause a replenishment of the bank in the amount of days so charged.
- d. Employees retiring with a sick bank debt shall have that debt forgiven at the rate of three (3) days for each year of service to the district. Days remaining shall be subject to the same repayment charge as outlined in Section "c" above.

Replenishing Assets

- a. The administrators of the bank shall maintain a running total of the number of days available in the Sick Leave Bank.
- b. Upon reaching zero, each member of the bank shall be assessed one (1) additional day.

9.8 Funeral Leave

One day paid leave shall be granted for persons serving as pallbearers and one day paid leave shall be granted for funeral observances of persons other than immediate family. Paid leave will be deducted from the teacher's accumulated sick leave.

9.9 Personal Days

The District agrees to award three (3) personal days per year, cumulative up to six (6) days per teacher. It is agreed that said personal days exercised shall be deducted from the individual's sick leave. The individual request must be submitted in writing, on the district-provided form, to the CSO or his/her designee not less than thirty-six (36) hours prior to school opening except in case

of an emergency. It is further agreed that the said personal days be granted for any reason that the individual deems is just and proper with the following exceptions:

- a. No request will be made to exercise the privilege of personal days on the day prior to, or on the day immediately subsequent to a vacation period unless prior permission to submit said request has been granted by the CSO.
- b. No teacher shall use personal days for gainful employment.
- c. The District reserves the right to limit the total number of personal days granted on any given day to seven (7).
- d. In the event that a normally scheduled vacation period is shortened due to school closings, the District agrees to grant paid or unpaid personal days to teachers meeting the following conditions:
 1. Only the first seven (7) members who provide proof of both firm travel plans and evidence of financial commitment to the CSO by February 15th will be granted the use of personal days.
 2. Letters of intent to travel, without proof of firm travel plans and financial commitment will not be considered complete and will not be eligible as "the first seven."
 3. The parties specifically agree that the determination of eligibility for the use of personal leave on vacation days, which are taken away due to school closings, will be based on the order in which all the information is received by the CSO. The first seven (7) members submitting proof of both firm travel plans and evidence of financial commitment to the CSO by February 15th will be granted the use of personal days.

9.10 Legal Leave

Members of this bargaining unit will be released from school without loss of salary or other leave for the purpose of appearing at proceedings convened under the auspices of the Public Employment Relations Board, the Human Rights Commission, the Court or the American Arbitration Association.

9.11 Unused Sick Leave

- a. The District agrees to pay each member of the bargaining unit a sum equivalent to fifty (50) percent of the current daily certified substitute pay for each unused day of sick leave credited to said member beyond 200 days. This pay shall be made no later than the second Friday following the last Friday of the school calendar.
- b. The District agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to accumulated sick leave at a sum equivalent to fifty (50) percent of the current daily certified substitute pay for each unused day of sick leave to a maximum of 215 days.

9.12 Attendance Incentive

In each school year, any teacher who has perfect work attendance and who does not use any leave days provided in this article, shall receive a lump sum, one-time payment of \$200 payable with such teacher's last pay check in June.

ARTICLE X – SUPPLIES

10.1 Teacher Work Station

Each teacher shall be provided a personal workstation consisting of a teacher's desk, chair and file cabinet. No equipment will be purchased if the district has adopted an austerity budget.

10.2 Equipment and Supplies

a. The District shall provide the following equipment and supplies in **each building** for teacher use:

1. Machinery and supplies necessary to produce plain paper copies and transparencies immediately and directly available for teacher use.
2. Electric typewriter.
3. Overhead transparency film and pens available on request.
4. Office calculator.
5. A seal press and laminating film will be available in the Harry Hoag School.
6. A computer with Internet access and a printer.
7. No equipment will be purchased if the district has adopted an austerity budget.

b. Faculty Obligations

1. Properly operate all such equipment. When appropriate, the teacher will seek assistance in operating the equipment.
 2. Bring repair and maintenance needs to the attention of the building principal, in writing.
 3. Use equipment and supplies wisely and effectively to best promote the learning process.
- c. No school equipment is to be taken from the school building without the prior approval of the building principal.
- d. This provision may be reopened for negotiation to incorporate equipment that may more effectively meet the needs of the staff and students.

10.3 Requisitions

a. Annual Requisition Used for Budget Planning

1. Teachers will be provided with an annual dollar amount budgeted for their departments in the high school or grade levels in the elementary school by June 30th.
2. Teachers will retain their duplicate copy of the annual requisition for their own planning purposes.
3. Each teacher shall be informed of the status of his/her requisition within thirty (30) days of passage of the school budget. Necessary deletion(s) of items will be made only after consultation with the teacher whose requisition has been the subject of one or more deletions.

b. Actual Ordering

1. A requisition shall be submitted by the teacher to his immediate supervisor.
2. When the requisition is approved, the pink copy of the purchase order will be returned to the teacher. If the requisition is not approved, it shall be returned to the teacher so marked in order to better facilitate teacher planning.
3. When an order is received during the work year, the teacher will assume responsibility for checking it in against the pink slip. The pink slip will be returned to the district office.
4. Each teacher shall retain a duplicate of his initial requisition for his own records.

ARTICLE XI - EXTRA DUTIES

11.1 Extra Duty Compensation

a. <u>DEPARTMENT COORDINATORS:</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
English	\$2,131.00	\$2,195.00	\$2,261.00	\$2,329.00
Foreign Language K-12	\$2,131.00	\$2,195.00	\$2,261.00	\$2,329.00
History	\$2,131.00	\$2,195.00	\$2,261.00	\$2,329.00
Mathematics	\$2,131.00	\$2,195.00	\$2,261.00	\$2,329.00
Computer	\$2,131.00	\$2,195.00	\$2,261.00	\$2,329.00
Science	\$2,131.00	\$2,195.00	\$2,261.00	\$2,329.00
Practical Arts (Ind.Arts ,Business, Home Ec., Driver Ed. & Agriculture)	\$2,131.00	\$2,195.00	\$2,261.00	\$2,329.00
Health & Physical Education	\$2,131.00	\$2,195.00	\$2,261.00	\$2,329.00
Fine Arts (Music, Art, Library & AV)	\$2,131.00	\$2,195.00	\$2,261.00	\$2,329.00
Special Education	\$2,131.00	\$2,195.00	\$2,261.00	\$2,329.00
Pupil Personnel Services (Guidance, Nurse, Psychologist & Attendance)	\$2,131.00	\$2,195.00	\$2,261.00	\$2,329.00
Pre-Kindergarten - 2nd Grade	\$2,131.00	\$2,195.00	\$2,261.00	\$2,329.00
3rd - 6th Grade	\$2,131.00	\$2,195.00	\$2,261.00	\$2,329.00
Special Programs	\$2,131.00	\$2,195.00	\$2,261.00	\$2,329.00
b. <u>CO-CURRICULAR ACTIVITIES:</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
Treasurer, Extraclassroom Funds	\$2,273.00	\$2,341.00	\$2,411.00	\$2,483.00
Gifted & Talented (K-6) Advisor	\$1,777.00	\$1,830.00	\$1,885.00	\$1,942.00
Gifted & Talented (7-12) Advisor	\$1,777.00	\$1,830.00	\$1,885.00	\$1,942.00
School Store	\$394.00	\$406.00	\$418.00	\$431.00
Student Council	\$1,825.00	\$1,880.00	\$1,936.00	\$1,994.00
Assistant Student Council Advisor	\$612.00	\$630.00	\$649.00	\$668.00
FFA Advisor	\$1,825.00	\$1,880.00	\$1,936.00	\$1,994.00
Dramatics	\$1,222.00	\$1,259.00	\$1,297.00	\$1,336.00
Yearbook, Coordinator	\$2,490.00	\$2,565.00	\$2,642.00	\$2,721.00
Yearbook, Business	\$876.00	\$902.00	\$929.00	\$957.00
Elementary Yearbook Advisor	\$829.00	\$854.00	\$880.00	\$906.00
Public Relations Coordinator	\$1,364.00	\$1,405.00	\$1,447.00	\$1,490.00
Rehearsals, Vocal Music	\$1,355.00	\$1,396.00	\$1,438.00	\$1,481.00
Director, Instrumental Music	\$1,881.00	\$1,937.00	\$1,995.00	\$2,055.00
June Awards	\$527.00	\$543.00	\$559.00	\$576.00
7th Grade Class Advisor	\$399.00	\$411.00	\$423.00	\$436.00
8th Grade Class Advisor	\$399.00	\$411.00	\$423.00	\$436.00
Freshman Class Advisor	\$568.00	\$585.00	\$603.00	\$621.00
Sophomore Class Advisor	\$568.00	\$585.00	\$603.00	\$621.00
Junior Class Advisor	\$785.00	\$809.00	\$833.00	\$858.00
Assistant Junior Class Advisor	\$315.00	\$324.00	\$334.00	\$344.00
Senior Class Advisor	\$785.00	\$809.00	\$833.00	\$858.00
Assistant Senior Class Advisor	\$315.00	\$324.00	\$334.00	\$344.00
SADD Advisor	\$1,825.00	\$1,880.00	\$1,936.00	\$1,994.00
Senior Honor Society	\$260.00	\$268.00	\$276.00	\$284.00
Junior Honor Society	\$177.00	\$182.00	\$187.00	\$193.00
Commercial Artist	\$1,087.00	\$1,120.00	\$1,154.00	\$1,189.00
Quiz Show Advisor (Each Appearance)	\$60.00	\$62.00	\$64.00	\$66.00
Chaperones:				
Home Events	\$39.00	\$40.00	\$41.00	\$42.00
Scorekeeper	\$46.00	\$47.00	\$48.00	\$49.00
Scorekeeper, Basketball (Both Games)	\$60.00	\$62.00	\$64.00	\$66.00
Athletic Timer, Wrestling	\$46.00	\$47.00	\$48.00	\$49.00
Athletic Timer, Basketball (Both Games)	\$60.00	\$62.00	\$64.00	\$66.00
Short Trips (25 Miles or less)	\$46.00	\$47.00	\$48.00	\$49.00
Long Trips & Overnight Academic Trips	\$64.00	\$66.00	\$68.00	\$70.00

11.1 c. Athletic & Coaching Salaries for Year:
2004-05

Compensation for coaching services is based on a percentage index of the salary base listed.

		<u>Step 1</u>	<u>Step 2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step5</u>
Athletic Coordinator	10.0%	\$3,660	\$3,782	\$3,904	\$4,026	\$4,148
Boys Varsity Basketball	10.0%	\$3,660	\$3,782	\$3,904	\$4,026	\$4,148
Boys Junior Varsity Basketball	7.0%	\$2,562	\$2,647	\$2,733	\$2,818	\$2,903
Boys 7th Grade Modified Basketball	4.0%	\$1,464	\$1,513	\$1,562	\$1,610	\$1,659
Boys 8th Grade Modified Basketball	4.0%	\$1,464	\$1,513	\$1,562	\$1,610	\$1,659
Boys Varsity Track & Field	8.0%	\$2,928	\$3,026	\$3,123	\$3,221	\$3,318
Boys Assistant Track & Field Coach	6.0%	\$2,196	\$2,269	\$2,342	\$2,415	\$2,489
Boys Varsity Soccer	8.0%	\$2,928	\$3,026	\$3,123	\$3,221	\$3,318
Boys Junior Varsity Soccer	5.0%	\$1,830	\$1,891	\$1,952	\$2,013	\$2,074
Boys Modified Soccer	4.0%	\$1,464	\$1,513	\$1,562	\$1,610	\$1,659
Varsity Baseball	8.0%	\$2,928	\$3,026	\$3,123	\$3,221	\$3,318
Junior Varsity Baseball	7.0%	\$2,562	\$2,647	\$2,733	\$2,818	\$2,903
Modified Baseball	6.0%	\$2,196	\$2,269	\$2,342	\$2,415	\$2,489
Varsity Wrestling	10.0%	\$3,660	\$3,782	\$3,904	\$4,026	\$4,148
Assistant Wrestling Coach	7.0%	\$2,562	\$2,647	\$2,733	\$2,818	\$2,903
Junior High Wrestling	5.0%	\$1,830	\$1,891	\$1,952	\$2,013	\$2,074
Elementary Wrestling	3.0%	\$1,098	\$1,135	\$1,171	\$1,208	\$1,244
Cross Country	8.0%	\$2,928	\$3,026	\$3,123	\$3,221	\$3,318
Assistant Cross Country Coach	5.0%	\$1,830	\$1,891	\$1,952	\$2,013	\$2,074
Cross Country Skiing	7.0%	\$2,562	\$2,647	\$2,733	\$2,818	\$2,903
Varsity Bowling	6.0%	\$2,196	\$2,269	\$2,342	\$2,415	\$2,489
Junior Varsity Bowling	4.0%	\$1,464	\$1,513	\$1,562	\$1,610	\$1,659
Golf	4.0%	\$1,464	\$1,513	\$1,562	\$1,610	\$1,659
Girls Varsity Basketball	10.0%	\$3,660	\$3,782	\$3,904	\$4,026	\$4,148
Girls Junior Varsity Basketball	7.0%	\$2,562	\$2,647	\$2,733	\$2,818	\$2,903
Girls 7th Grade Modified Basketball	4.0%	\$1,464	\$1,513	\$1,562	\$1,610	\$1,659
Girls 8th Grade Modified Basketball	4.0%	\$1,464	\$1,513	\$1,562	\$1,610	\$1,659
Girls Varsity Track & Field	8.0%	\$2,928	\$3,026	\$3,123	\$3,221	\$3,318
Girls Assistant Track & Field Coach	6.0%	\$2,196	\$2,269	\$2,342	\$2,415	\$2,489
Girls Varsity Soccer	8.0%	\$2,928	\$3,026	\$3,123	\$3,221	\$3,318
Girls Junior Varsity Soccer	5.0%	\$1,830	\$1,891	\$1,952	\$2,013	\$2,074
Girls Modified Soccer	4.0%	\$1,464	\$1,513	\$1,562	\$1,610	\$1,659
Varsity Softball	8.0%	\$2,928	\$3,026	\$3,123	\$3,221	\$3,318
Junior Varsity Softball	7.0%	\$2,562	\$2,647	\$2,733	\$2,818	\$2,903
Modified Softball	6.0%	\$2,196	\$2,269	\$2,342	\$2,415	\$2,489
Volleyball	7.0%	\$2,562	\$2,647	\$2,733	\$2,818	\$2,903
Junior Varsity Volleyball	6.0%	\$2,196	\$2,269	\$2,342	\$2,415	\$2,489
Modified Volleyball	4.0%	\$1,464	\$1,513	\$1,562	\$1,610	\$1,659
Cheerleading - Basketball	5.0%	\$1,830	\$1,891	\$1,952	\$2,013	\$2,074
Cheerleading - Other	2.0%	\$732	\$756	\$781	\$805	\$830

Coaches' compensation is calculated by applying the index against the appropriate step of the first 5 steps on the Teachers' Salary Schedule, progressing each year to a maximum of step 5.

SALARY BASE:	<u>Step</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
	1	\$36,600	\$37,700	\$38,800	\$40,000
	2	\$37,819	\$38,929	\$40,040	\$41,250
	3	\$39,038	\$40,158	\$41,280	\$42,500
	4	\$40,257	\$41,387	\$42,520	\$43,750
	5	\$41,476	\$42,616	\$43,760	\$45,000

11.1 c. Athletic & Coaching Salaries for Year: 2005-06

Compensation for coaching services is based on a percentage index of the salary base listed.

		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Athletic Coordinator	10.0%	\$3,770	\$3,893	\$4,016	\$4,139	\$4,262
Boys Varsity Basketball	10.0%	\$3,770	\$3,893	\$4,016	\$4,139	\$4,262
Boys Junior Varsity Basketball	7.0%	\$2,639	\$2,725	\$2,811	\$2,897	\$2,983
Boys 7th Grade Modified Basketball	4.0%	\$1,508	\$1,557	\$1,606	\$1,655	\$1,705
Boys 8th Grade Modified Basketball	4.0%	\$1,508	\$1,557	\$1,606	\$1,655	\$1,705
Boys Varsity Track & Field	8.0%	\$3,016	\$3,114	\$3,213	\$3,311	\$3,409
Boys Assistant Track & Field Coach	6.0%	\$2,262	\$2,336	\$2,409	\$2,483	\$2,557
Boys Varsity Soccer	8.0%	\$3,016	\$3,114	\$3,213	\$3,311	\$3,409
Boys Junior Varsity Soccer	5.0%	\$1,885	\$1,946	\$2,008	\$2,069	\$2,131
Boys Modified Soccer	4.0%	\$1,508	\$1,557	\$1,606	\$1,655	\$1,705
Varsity Baseball	8.0%	\$3,016	\$3,114	\$3,213	\$3,311	\$3,409
Junior Varsity Baseball	7.0%	\$2,639	\$2,725	\$2,811	\$2,897	\$2,983
Modified Baseball	6.0%	\$2,262	\$2,336	\$2,409	\$2,483	\$2,557
Varsity Wrestling	10.0%	\$3,770	\$3,893	\$4,016	\$4,139	\$4,262
Assistant Wrestling Coach	7.0%	\$2,639	\$2,725	\$2,811	\$2,897	\$2,983
Junior High Wrestling	5.0%	\$1,885	\$1,946	\$2,008	\$2,069	\$2,131
Elementary Wrestling	3.0%	\$1,131	\$1,168	\$1,205	\$1,242	\$1,278
Cross Country	8.0%	\$3,016	\$3,114	\$3,213	\$3,311	\$3,409
Assistant Cross Country Coach	5.0%	\$1,885	\$1,946	\$2,008	\$2,069	\$2,131
Cross Country Skiing	7.0%	\$2,639	\$2,725	\$2,811	\$2,897	\$2,983
Varsity Bowling	6.0%	\$2,262	\$2,336	\$2,409	\$2,483	\$2,557
Junior Varsity Bowling	4.0%	\$1,508	\$1,557	\$1,606	\$1,655	\$1,705
Golf	4.0%	\$1,508	\$1,557	\$1,606	\$1,655	\$1,705
Girls Varsity Basketball	10.0%	\$3,770	\$3,893	\$4,016	\$4,139	\$4,262
Girls Junior Varsity Basketball	7.0%	\$2,639	\$2,725	\$2,811	\$2,897	\$2,983
Girls 7th Grade Modified Basketball	4.0%	\$1,508	\$1,557	\$1,606	\$1,655	\$1,705
Girls 8th Grade Modified Basketball	4.0%	\$1,508	\$1,557	\$1,606	\$1,655	\$1,705
Girls Varsity Track & Field	8.0%	\$3,016	\$3,114	\$3,213	\$3,311	\$3,409
Girls Assistant Track & Field Coach	6.0%	\$2,262	\$2,336	\$2,409	\$2,483	\$2,557
Girls Varsity Soccer	8.0%	\$3,016	\$3,114	\$3,213	\$3,311	\$3,409
Girls Junior Varsity Soccer	5.0%	\$1,885	\$1,946	\$2,008	\$2,069	\$2,131
Girls Modified Soccer	4.0%	\$1,508	\$1,557	\$1,606	\$1,655	\$1,705
Varsity Softball	8.0%	\$3,016	\$3,114	\$3,213	\$3,311	\$3,409
Junior Varsity Softball	7.0%	\$2,639	\$2,725	\$2,811	\$2,897	\$2,983
Modified Softball	6.0%	\$2,262	\$2,336	\$2,409	\$2,483	\$2,557
Volleyball	7.0%	\$2,639	\$2,725	\$2,811	\$2,897	\$2,983
Junior Varsity Volleyball	6.0%	\$2,262	\$2,336	\$2,409	\$2,483	\$2,557
Modified Volleyball	4.0%	\$1,508	\$1,557	\$1,606	\$1,655	\$1,705
Cheerleading - Basketball	5.0%	\$1,885	\$1,946	\$2,008	\$2,069	\$2,131
Cheerleading - Other	2.0%	\$754	\$779	\$803	\$828	\$852

Coaches' compensation is calculated by applying the index against the appropriate step of the first 5 steps on the Teachers' Salary Schedule, progressing each year to a maximum of step 5.

<u>SALARY BASE:</u>	<u>Step</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
	1	\$36,600	\$37,700	\$38,800	\$40,000
	2	\$37,819	\$38,929	\$40,040	\$41,250
	3	\$39,038	\$40,158	\$41,280	\$42,500
	4	\$40,257	\$41,387	\$42,520	\$43,750
	5	\$41,476	\$42,616	\$43,760	\$45,000

11.1 c. Athletic & Coaching Salaries for Year: 2006-07

Compensation for coaching services is based on a percentage index of the salary base listed.

		<u>Step 1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step 5</u>
Athletic Coordinator	10.0%	\$3,880	\$4,004	\$4,128	\$4,252	\$4,376
Boys Varsity Basketball	10.0%	\$3,880	\$4,004	\$4,128	\$4,252	\$4,376
Boys Junior Varsity Basketball	7.0%	\$2,716	\$2,803	\$2,890	\$2,976	\$3,063
Boys 7th Grade Modified Basketball	4.0%	\$1,552	\$1,602	\$1,651	\$1,701	\$1,750
Boys 8th Grade Modified Basketball	4.0%	\$1,552	\$1,602	\$1,651	\$1,701	\$1,750
Boys Varsity Track & Field	8.0%	\$3,104	\$3,203	\$3,302	\$3,402	\$3,501
Boys Assistant Track & Field Coach	6.0%	\$2,328	\$2,402	\$2,477	\$2,551	\$2,626
Boys Varsity Soccer	8.0%	\$3,104	\$3,203	\$3,302	\$3,402	\$3,501
Boys Junior Varsity Soccer	5.0%	\$1,940	\$2,002	\$2,064	\$2,126	\$2,188
Boys Modified Soccer	4.0%	\$1,552	\$1,602	\$1,651	\$1,701	\$1,750
Varsity Baseball	8.0%	\$3,104	\$3,203	\$3,302	\$3,402	\$3,501
Junior Varsity Baseball	7.0%	\$2,716	\$2,803	\$2,890	\$2,976	\$3,063
Modified Baseball	6.0%	\$2,328	\$2,402	\$2,477	\$2,551	\$2,626
Varsity Wrestling	10.0%	\$3,880	\$4,004	\$4,128	\$4,252	\$4,376
Assistant Wrestling Coach	7.0%	\$2,716	\$2,803	\$2,890	\$2,976	\$3,063
Junior High Wrestling	5.0%	\$1,940	\$2,002	\$2,064	\$2,126	\$2,188
Elementary Wrestling	3.0%	\$1,164	\$1,201	\$1,238	\$1,276	\$1,313
Cross Country	8.0%	\$3,104	\$3,203	\$3,302	\$3,402	\$3,501
Assistant Cross Country Coach	5.0%	\$1,940	\$2,002	\$2,064	\$2,126	\$2,188
Cross Country Skiing	7.0%	\$2,716	\$2,803	\$2,890	\$2,976	\$3,063
Varsity Bowling	6.0%	\$2,328	\$2,402	\$2,477	\$2,551	\$2,626
Junior Varsity Bowling	4.0%	\$1,552	\$1,602	\$1,651	\$1,701	\$1,750
Golf	4.0%	\$1,552	\$1,602	\$1,651	\$1,701	\$1,750
Girls Varsity Basketball	10.0%	\$3,880	\$4,004	\$4,128	\$4,252	\$4,376
Girls Junior Varsity Basketball	7.0%	\$2,716	\$2,803	\$2,890	\$2,976	\$3,063
Girls 7th Grade Modified Basketball	4.0%	\$1,552	\$1,602	\$1,651	\$1,701	\$1,750
Girls 8th Grade Modified Basketball	4.0%	\$1,552	\$1,602	\$1,651	\$1,701	\$1,750
Girls Varsity Track & Field	8.0%	\$3,104	\$3,203	\$3,302	\$3,402	\$3,501
Girls Assistant Track & Field Coach	6.0%	\$2,328	\$2,402	\$2,477	\$2,551	\$2,626
Girls Varsity Soccer	8.0%	\$3,104	\$3,203	\$3,302	\$3,402	\$3,501
Girls Junior Varsity Soccer	5.0%	\$1,940	\$2,002	\$2,064	\$2,126	\$2,188
Girls Modified Soccer	4.0%	\$1,552	\$1,602	\$1,651	\$1,701	\$1,750
Varsity Softball	8.0%	\$3,104	\$3,203	\$3,302	\$3,402	\$3,501
Junior Varsity Softball	7.0%	\$2,716	\$2,803	\$2,890	\$2,976	\$3,063
Modified Softball	6.0%	\$2,328	\$2,402	\$2,477	\$2,551	\$2,626
Volleyball	7.0%	\$2,716	\$2,803	\$2,890	\$2,976	\$3,063
Junior Varsity Volleyball	6.0%	\$2,328	\$2,402	\$2,477	\$2,551	\$2,626
Modified Volleyball	4.0%	\$1,552	\$1,602	\$1,651	\$1,701	\$1,750
Cheerleading - Basketball	5.0%	\$1,940	\$2,002	\$2,064	\$2,126	\$2,188
Cheerleading - Other	2.0%	\$776	\$801	\$826	\$850	\$875

Coaches' compensation is calculated by applying the index against the appropriate step of the first 5 steps on the Teachers' Salary Schedule, progressing each year to a maximum of step 5.

<u>SALARY BASE:</u>	<u>Step</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
	1	\$36,600	\$37,700	\$38,800	\$40,000
	2	\$37,819	\$38,929	\$40,040	\$41,250
	3	\$39,038	\$40,158	\$41,280	\$42,500
	4	\$40,257	\$41,387	\$42,520	\$43,750
	5	\$41,476	\$42,616	\$43,760	\$45,000

11.1 c. Athletic & Coaching Salaries for Year: 2007-08

Compensation for coaching services is based on a percentage index of the salary base listed.

		<u>Step 1</u>	<u>Step2</u>	<u>Step3</u>	<u>Step4</u>	<u>Step 5</u>
Athletic Coordinator	10.0%	\$4,000	\$4,125	\$4,250	\$4,375	\$4,500
Boys Varsity Basketball	10.0%	\$4,000	\$4,125	\$4,250	\$4,375	\$4,500
Boys Junior Varsity Basketball	7.0%	\$2,800	\$2,888	\$2,975	\$3,063	\$3,150
Boys 7th Grade Modified Basketball	4.0%	\$1,600	\$1,650	\$1,700	\$1,750	\$1,800
Boys 8th Grade Modified Basketball	4.0%	\$1,600	\$1,650	\$1,700	\$1,750	\$1,800
Boys Varsity Track & Field	8.0%	\$3,200	\$3,300	\$3,400	\$3,500	\$3,600
Boys Assistant Track & Field Coach	6.0%	\$2,400	\$2,475	\$2,550	\$2,625	\$2,700
Boys Varsity Soccer	8.0%	\$3,200	\$3,300	\$3,400	\$3,500	\$3,600
Boys Junior Varsity Soccer	5.0%	\$2,000	\$2,063	\$2,125	\$2,188	\$2,250
Boys Modified Soccer	4.0%	\$1,600	\$1,650	\$1,700	\$1,750	\$1,800
Varsity Baseball	8.0%	\$3,200	\$3,300	\$3,400	\$3,500	\$3,600
Junior Varsity Baseball	7.0%	\$2,800	\$2,888	\$2,975	\$3,063	\$3,150
Modified Baseball	6.0%	\$2,400	\$2,475	\$2,550	\$2,625	\$2,700
Varsity Wrestling	10.0%	\$4,000	\$4,125	\$4,250	\$4,375	\$4,500
Assistant Wrestling Coach	7.0%	\$2,800	\$2,888	\$2,975	\$3,063	\$3,150
Junior High Wrestling	5.0%	\$2,000	\$2,063	\$2,125	\$2,188	\$2,250
Elementary Wrestling	3.0%	\$1,200	\$1,238	\$1,275	\$1,313	\$1,350
Cross Country	8.0%	\$3,200	\$3,300	\$3,400	\$3,500	\$3,600
Assistant Cross Country Coach	5.0%	\$2,000	\$2,063	\$2,125	\$2,188	\$2,250
Cross Country Skiing	7.0%	\$2,800	\$2,888	\$2,975	\$3,063	\$3,150
Varsity Bowling	6.0%	\$2,400	\$2,475	\$2,550	\$2,625	\$2,700
Junior Varsity Bowling	4.0%	\$1,600	\$1,650	\$1,700	\$1,750	\$1,800
Golf	4.0%	\$1,600	\$1,650	\$1,700	\$1,750	\$1,800
Girls Varsity Basketball	10.0%	\$4,000	\$4,125	\$4,250	\$4,375	\$4,500
Girls Junior Varsity Basketball	7.0%	\$2,800	\$2,888	\$2,975	\$3,063	\$3,150
Girls 7th Grade Modified Basketball	4.0%	\$1,600	\$1,650	\$1,700	\$1,750	\$1,800
Girls 8th Grade Modified Basketball	4.0%	\$1,600	\$1,650	\$1,700	\$1,750	\$1,800
Girls Varsity Track & Field	8.0%	\$3,200	\$3,300	\$3,400	\$3,500	\$3,600
Girls Assistant Track & Field Coach	6.0%	\$2,400	\$2,475	\$2,550	\$2,625	\$2,700
Girls Varsity Soccer	8.0%	\$3,200	\$3,300	\$3,400	\$3,500	\$3,600
Girls Junior Varsity Soccer	5.0%	\$2,000	\$2,063	\$2,125	\$2,188	\$2,250
Girls Modified Soccer	4.0%	\$1,600	\$1,650	\$1,700	\$1,750	\$1,800
Varsity Softball	8.0%	\$3,200	\$3,300	\$3,400	\$3,500	\$3,600
Junior Varsity Softball	7.0%	\$2,800	\$2,888	\$2,975	\$3,063	\$3,150
Modified Softball	6.0%	\$2,400	\$2,475	\$2,550	\$2,625	\$2,700
Volleyball	7.0%	\$2,800	\$2,888	\$2,975	\$3,063	\$3,150
Junior Varsity Volleyball	6.0%	\$2,400	\$2,475	\$2,550	\$2,625	\$2,700
Modified Volleyball	4.0%	\$1,600	\$1,650	\$1,700	\$1,750	\$1,800
Cheerleading - Basketball	5.0%	\$2,000	\$2,063	\$2,125	\$2,188	\$2,250
Cheerleading - Other	2.0%	\$800	\$825	\$850	\$875	\$900

Coaches' compensation is calculated by applying the index against the appropriate step of the first 5 steps on the Teachers' Salary Schedule, progressing each year to a maximum of step 5.

<u>SALARY BASE:</u>	<u>Step</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
	1	\$36,600	\$37,700	\$38,800	\$40,000
	2	\$37,819	\$38,929	\$40,040	\$41,250
	3	\$39,038	\$40,158	\$41,280	\$42,500
	4	\$40,257	\$41,387	\$42,520	\$43,750
	5	\$41,476	\$42,616	\$43,760	\$45,000

d. Placement on Coaching Salary Schedule

When placing coaches on the salary schedule, credit will be given for prior experience in coaching the sport involved on the modified through varsity levels on a year for year basis regardless of the level(s) previously coached. For the purpose of this article, boys' baseball, and girls' softball are considered the same sport.

e. Travel Mileage

1. Teachers using their own vehicles for approved school-related business shall receive the Internal Revenue Service travel rate of reimbursement in effect at the time that the approved travel occurs.
2. Mileage and meal reimbursement shall be provided for athletic scouting, seeding meetings and sectional business meetings for coaches of the sport in question. Receipts must be submitted with claims for reimbursement for meals and tolls.

f. Coaches' In-service Hours

Coaches will be awarded in-service hours for approved courses necessary for their certification. In-service hours will be computed as follows: one in-service hour for every fifteen (15) hours of classroom instruction.

Individuals who cease to coach in the district will no longer be paid in-service credit for their coaches' courses.

g. Tutoring

The District shall compensate members of the bargaining unit assigned by the District as tutors at the rate of \$20.00 per hour, plus mileage reimbursement (per 11.1e - Travel Mileage).

h. Curriculum Writing

Curriculum writing performed outside of the normal school day will be compensated at the tutoring rate.

i. Proctoring and Exam Correcting

Proctoring and/or correcting of exams outside of the normal school day that do not qualify as final exams for a course, will be compensated at the tutoring rate.

- j. Employees required to work any day when school is not in normal session, in their normal capacity, will be compensated at a rate of 1/200th of their annual salary.

11.2 Posting

Notice of vacancies for extra pay positions shall be given in writing to the Association President at least ten (10) days prior to the CSO's recommendation for appointment by the Board. Details of the position will be available from the CSO or the building principals. The CSO will post the vacancy in the faculty room of each building. Should an employment vacancy become known to

exist during July and August, written notification will be given to the Association president and all staff members certified for said position. The CSO reserves the right to fill any and all vacancies on a temporary basis while the selection is in process.

11.3 Filling Vacancies

Teachers will be given first opportunity to fill extra duty positions.

11.4 Filling Vacancies by Non-Teachers

In the event that a position is filled by a non-teacher, that position will become available to teachers each successive year.

11.5 Bus Chaperoning

Away spectator bus trips, being financially sponsored by the Booster Club, may use other than teachers for chaperones without giving teachers first opportunity. When this occurs, the right to assign teachers as bus chaperones is waived.

11.6 Elimination of Extra Duty Positions

In the event that the board intends to eliminate a position, the Association President will be notified fifteen (15) days in advance of any formal action.

11.7 Creation of a Position

When a new position is to be created within the District, the following steps shall be used:

- a. **Step 1** – In the event that any teacher wishes a new position to be created, the teacher will submit a brief outline of the proposed activity to the CSO and the Association President. The teacher, an Association representative and the CSO will discuss the activity and prepare a job description prior to the CSO's recommendation. If the District wishes to create a new position, the CSO shall prepare a job description for said position.
- b. **Step 2** – In the event that a newly created position involves duties previously included in a position that has been eliminated, the impact of the change shall be negotiated.
- c. **Step 3** – Prior to a teacher being appointed to a newly created position, compensation for the position shall be negotiated either through negotiations or as allowed under the Reopening Provision and placed in the contract.

11.8 Job Descriptions

Job descriptions will be available from the Superintendent of Schools at any time upon request. The Association President shall be provided annually a booklet containing all existing job descriptions. No job description shall be changed without negotiating the impact of the change. This includes changes mandated from outside the District. Such negotiations shall be completed prior to the employment period of the job. If this proves impossible, the negotiated terms and conditions of employment shall be retroactive to the commencement of employment.

11.9 Assignment of Duties

All extra duty positions shall be filled on a voluntary basis.

11.10 Teacher Authority

At all school functions, in the absence of an administrator, the teacher in charge shall have absolute authority to make decisions and shall have the support of the administration and the Board when acting in a lawful manner.

ARTICLE XII – SALARY

12.1 Teacher Salary Schedule

		1 st Year 2004-05	2 nd Year 2005-06	3 rd Year 2006-07	4 th Year 2007-08
Grad. Hours		\$50	\$50	\$50	\$50
Masters		500	500	500	500
Step	1	\$36,600	\$37,700	\$38,800	\$40,000
	2	\$37,819	\$38,929	\$40,040	\$41,250
	3	\$39,038	\$40,158	\$41,280	\$42,500
	4	\$40,257	\$41,387	\$42,520	\$43,750
	5	\$41,476	\$42,616	\$43,760	\$45,000
	6	\$42,695	\$43,845	\$45,000	\$46,250
	7	\$43,914	\$45,074	\$46,240	\$47,500
	8	\$45,133	\$46,303	\$47,480	\$48,750
	9	\$46,352	\$47,532	\$48,720	\$50,000
	10	\$47,571	\$48,761	\$49,960	\$51,250
	11	\$48,790	\$49,990	\$51,200	\$52,500
	12	\$50,009	\$51,219	\$52,440	\$53,750
	13	\$51,228	\$52,448	\$53,680	\$55,000
	14	\$52,447	\$53,677	\$54,920	\$56,250
	15	\$53,666	\$54,906	\$56,160	\$57,500
	16	\$54,885	\$56,135	\$57,400	\$58,750
	17	\$56,104	\$57,364	\$58,640	\$60,000
	18	\$57,323	\$58,593	\$59,880	\$61,250
	19	\$58,542	\$59,822	\$61,120	\$62,500
	20	\$59,761	\$61,051	\$62,360	\$63,750
	21	\$60,980	\$62,280	\$63,600	\$65,000
	22	\$62,199	\$63,509	\$64,840	\$66,250
	23	\$63,418	\$64,738	\$66,080	\$67,500
	24	\$64,637	\$65,967	\$67,320	\$68,750
	25	\$65,850	\$67,200	\$68,550	\$70,000

12.2 Teacher Assistant/School Nurse Salary Schedule (50% of the teachers' salary)

		1 st Year 2004-05	2 nd Year 2005-06	3 rd Year 2006-07	4 th Year 2007-08
Grad. Hours		\$50	\$50	\$50	\$50
Masters		500	500	500	500
Step	1	\$18,300	\$18,850	\$19,400	\$20,000
	2	\$18,910	\$19,465	\$20,020	\$20,625
	3	\$19,519	\$20,079	\$20,640	\$21,250
	4	\$20,129	\$20,694	\$21,260	\$21,875
	5	\$20,738	\$21,308	\$21,880	\$22,500
	6	\$21,348	\$21,923	\$22,500	\$23,125
	7	\$21,957	\$22,537	\$23,120	\$23,750
	8	\$22,567	\$23,152	\$23,740	\$24,375
	9	\$23,176	\$23,766	\$24,360	\$25,000
	10	\$23,786	\$24,381	\$24,980	\$25,625
	11	\$24,395	\$24,995	\$25,600	\$26,250
	12	\$25,005	\$25,610	\$26,220	\$26,875
	13	\$25,614	\$26,224	\$26,840	\$27,500
	14	\$26,224	\$26,839	\$27,460	\$28,125
	15	\$26,833	\$27,453	\$28,080	\$28,750
	16	\$27,443	\$28,068	\$28,700	\$29,375
	17	\$28,052	\$28,682	\$29,320	\$30,000
	18	\$28,662	\$29,297	\$29,940	\$30,625
	19	\$29,271	\$29,911	\$30,560	\$31,250
	20	\$29,881	\$30,526	\$31,180	\$31,875
	21	\$30,490	\$31,140	\$31,800	\$32,500
	22	\$31,100	\$31,755	\$32,420	\$33,125
	23	\$31,709	\$32,369	\$33,040	\$33,750
	24	\$32,319	\$32,984	\$33,660	\$34,375
	25	\$32,925	\$33,600	\$34,275	\$35,000

12.3 Summer School

- a. Summer school salaries will be computed as follows: 5% of the base pay of Step 1 of the Teacher Salary Schedule for the year involved for each summer school class taught.
- b. Summer School Regents/RCT proctoring and rating will be reimbursed at the hourly tutorial rate.
- c. When a summer school class is combined to include more than one course level (i.e., English 7 and 8 or Math 7 and 8), the teacher will receive an additional \$200 stipend for that class.

12.4 Graduate Hours/In-service Training

All graduate and in-service hours will be compensated at \$50.00 per hour. In-service hours will be paid at the rate of one (1) hour per fifteen (15) hours of training or per prior agreement with the CSO.

12.5 Credit for Graduate Study/In-service Training

All extra study for advancing credit must be approved by the CSO in advance in order to be allowed for salary credit. Upon completion of said approved course and submission of notice to that effect to the CSO, salary credit will be granted. In the event of a course being taken during the fall semester, one-half salary credit will be granted during the remainder of that school year.

12.6 Placement on Schedule

All teachers will be placed on step each year as indicated in the salary schedule.

12.7 Master's Differential

A Master's Degree shall be credited with an additional \$500.

12.8 Substitute Teachers

Substitute teachers shall be paid at the rate of 1/200th of base salary after twenty-five (25) consecutive days of service in one area.

12.9 Guidance Responsibility

Extra compensation for guidance counselors shall be 8% of the amount obtained by adding base salary and credit for graduate study to a maximum of \$2,000.

12.10 Psychologist Responsibility

Extra compensation for school psychologists shall be 20% of the amount obtained by adding base salary and credit for graduate study to a maximum of \$5,000.

12.11 Retirement Incentive

- a. Eligibility – To be eligible for the Retirement Incentive set forth in this article, a staff member must:
 1. Be a full time employee having rendered at least ten (10) years of continuous service with the District immediately prior to retirement, and
 2. Be eligible for retirement under the NYS Teachers' Retirement System.
- b. Notification Requirements – To receive the Retirement Incentive provided in this article, an eligible staff member must:
 1. Submit an irrevocable letter of retirement to the CSO no later than September 15 of the calendar year prior to retirement, with an effective date of retirement of June 30 of the calendar year following the submission of the letter (i.e., submit September 1997 for retirement effective June 1998).
 2. Should a staff member submit a letter of retirement after the notification date, the retirement incentive may be granted at the discretion of the Board of Education.
- c. Benefit
 1. Any staff member who meets the requirements set forth in Sections a(1) and (2) and b (1) above, shall receive a one time, lump sum payment of \$5,000.
 2. Staff members who fall under Section b(2) above may receive the lump sum payment of \$5,000 at the discretion of the Board of Education.
 3. The \$5,000 lump sum payment shall be paid to the retiring employee between August 31st and September 8th of the calendar year of retirement. The employee may opt to receive such payment during the first week of January of the calendar year following retirement at his/her discretion. The retiring employee shall notify the district in writing if s(he) wishes to defer payment until January. Such notice must be received by the CSO on or before June 1st of the calendar year of retirement. If the District does not receive such notification, the District shall make the payment to the retiring employee between August 31st and September 8th of the year in which the employee is retiring.
 4. Any member of the bargaining unit that meets the requirements set forth in Sections 12.11 a (1) and (2) and b (1) and (2) above shall receive health insurance coverage under the district's plan for the remainder of their lives, with the District paying 92.5% of premium costs of an individual policy and the retiree paying the remaining premium.
- d. Miscellaneous – If a retirement incentive is offered by the State of New York prior to the effective date of retirement from the District, then any staff member who has invoked the benefits set forth herein shall have the option of waiving his/her rights hereunder in order to receive the retirement incentive offered by the State.

ARTICLE XIII – REOPENING PROVISION

13.1.1 Reopening Provision

The CSO and the Association agree that any one item included in the contract that is found to be unreasonable or unworkable by both parties, may be opened for re-negotiation by the agreement in writing of both parties.

ARTICLE XIV – MISCELLANEOUS PROVISIONS

14.1 Items Contrary to Law

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any item that may be corrected by negotiation will be re-negotiated.

14.2 Board of Education Policy

In all matters dealing with terms and conditions of employment in Board of Education policy, which are in conflict with the contract, the contract shall prevail. All present and past policies dealing with terms and conditions of employment shall become part of the contract.

14.3 Ratification Procedure

- a. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees, shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

“IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”

- b. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the document accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- c. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the Chief Fiscal Officer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

ARTICLE XV – RETENTION OF ARTICLES

- 15.1 Existing articles will continue until a new contract has been mutually agreed upon.
- 15.2 a. If terms and conditions of employment are substantially altered as a result of legislation and/or actions of the Board of Education, this agreement may be unilaterally reopened by either party.
- b. The term “substantially” shall refer to increases in the length of the workday and/or the total number of workdays.

ARTICLE XVI – TERMS RELATED TO EDUCATION OF THE DISABLED

- 16.1 Where a CSE/CST/504 conference takes place during the workday, associated duties shall not be in excess of the normal daily workload of the teacher.
- 16.2 If a teacher is relieved of classroom duties to take part in a CSE/CST/504 conference, a qualified substitute will be employed and no teacher will be required to assume the duties of the conference teacher so relieved.
- 16.3 The Association retains its right to negotiate matters of impact upon terms and conditions of employment as such impact circumstances arise.
- 16.4 This article may be reopened unilaterally by either party during the life of this agreement.

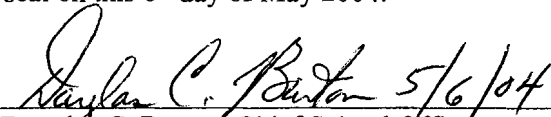
ARTICLE XVII – DURATION OF THIS AGREEMENT

- 17.1 The provisions of this Agreement shall be effective as of the 1st day of July, 2004 and shall remain in full force and effect until the 30th day of June, 2008.

The parties have hereunto set their hand and seal on this 6th day of May 2004.

Fort Plain Central School District
Fort Plain, NY

By


Douglas C. Burton, Chief School Officer

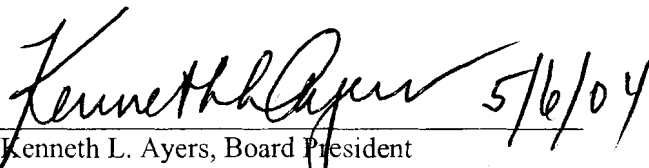
Fort Plain Teachers' Association
Fort Plain, NY

By


Kim Lathers, Association President

The Fort Plain Central School Board of Education took the necessary legal action to implement the provisions of this contract on May 5, 2004.

By


Kenneth L. Ayers, Board President

APPENDIX

Grievance Procedure Form – Level II (Page 1)

Personal Leave Form (Page 2)

District Calendar (Page 3)

Professional Development Plan (Page 4)

Formative Evaluation Form (Pages 5-8)

Probationary Teacher Summative Evaluation Form (Pages 9-12)

MEMORANDUMS OF AGREEMENT

Retirement Incentive (Page 13-14)

Salary Agreement for Virginia Stortecky (Page 15)

Employer Non-Elective Contribution to 403(b) Plan (Page 16-17)

FORT PLAIN CENTRAL SCHOOL
GRIEVANCE PROCEDURE FORM – LEVEL II

LEVEL II (Level I Oral Only)

Date Submitted _____

Name(s) _____

Statement of Problem

Association Position

CSO Response

Date Received _____ Date Answered _____

Signed _____, CSO

**FORT PLAIN CENTRAL SCHOOL
PERSONAL LEAVE FORM
INSTRUCTIONAL EMPLOYEES**

Article 9.9

Personal Days

The District agrees to award three (3) personal days per year, cumulative up to six (6) days per teacher. It is agreed that said personal days exercised shall be deducted from the individual's sick leave. The individual request must be submitted in writing, on the district provided form, to the CSO or his/her designee not less than thirty-six (36) hours prior to school opening except in case of an emergency. It is further agreed that the said personal days be granted for any reason that the individual deems is just and proper with the following exceptions:

- a. No request will be made to exercise the privilege of personal days on the day prior to or on the day immediately subsequent to a vacation period unless prior permission to submit said request has been granted by the CSO.
- b. No teacher shall use personal days for gainful employment.
- c. The District reserves the right to limit the total number of personal days granted on any given day to seven (7).
- d. In the event that a normally scheduled vacation period is shortened due to school closings, the District agrees to grant paid or unpaid personal days to teachers meeting the following conditions:
 - 1. Paid or unpaid personal days may only be used on vacation days actually eliminated from the vacation period.
 - 2. Firm travel plans and evidence of financial commitment must be presented to the CSO by February 15.
 - 3. Only the first seven (7) teachers meeting condition two (2) will be granted said days.

Date of requested personal day(s)

Signature of Employee _____

Today's Date _____

Signature of Building Principal _____

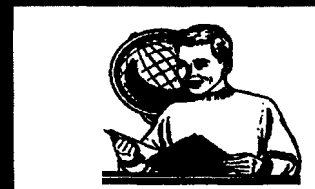
Date _____

Signature of Chief School Officer _____

Date _____



SCHOOL CALENDAR



Instructional Days

September	17
October	20
November	17
December	17
January	20
February	15
March	22
April	16
May	21
June	18
Subtotal	183
Conference Days	2
Total	185

Conference & Recess Days

Sept. 7	Supt. Conference Day
Sept. 8	First Day of Classes
Oct. 11	Columbus Day
Nov. 11	Veterans' Day
Nov. 12	Supt. Conference Day
November	Emergency Release Day
Nov. 24-26	Thanksgiving Recess
Dec. 24-Dec. 31	Holiday Recess
Jan. 17	Martin Luther King Day
Jan. 25-28	Regents Exams
Feb. 21-25	Winter Break
Mar. 25	Good Friday
April 18-22	Spring Break
May. 30	Memorial Day Recess
June 16-24	Regents Exams
June. 24	Last Day of School



School Closed



Superintendent's Conference Day



Regents

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Emergency Days -

- 1 If no emergency days are taken, school will be closed March 28, May 26 and May 27.
- 2 If one emergency day is used, school will be closed May 26 and May 27.
- 3 If two emergency days are taken, school will be closed May 27,
- 4 If more than three emergency days are used, school will be in session on April 22, 21, 20, etc., as needed.

FORT PLAIN CENTRAL SCHOOL DISTRICT
PROFESSIONAL DEVELOPMENT PLAN

Teacher(s) _____ Date _____

Grade/Subject Area _____

Define Focus of Professional Growth/Program Improvement (area for change):

Describe Action Plan:

Projected Date of Completion _____

Reviewed: Building Principal _____ Date _____

Teacher _____

CULMINATING ACTIVITIES: Culminating activities may include but are not limited to a written narrative, portfolio, implementation of a program, video tape, oral presentation, updated curriculum guide, etc. This form and the culminating activity (if appropriate) will become a part of the teachers' personnel file.

**FORT PLAIN CENTRAL SCHOOL
FORT PLAIN, NY
FORMATIVE OBSERVATION FORM**

Date of Observation _____

Name of Teacher _____

Name of Observer _____

Time of Observation – Begin _____ End _____

Course/Grade Level _____

The remainder of this page is to be completed by the teacher and discussed with the observer **PRIOR** to the observation if the observation is prearranged. If the observation is not prearranged, the report of the observation will begin on Page 2.

LESSON OBJECTIVES (AS A RESULT OF THE LESSON THE STUDENTS SHOULD BE ABLE TO):

ACTIVITIES (TECHNIQUES) TO BE USED:

TEACHER BEHAVIOR(S) THE TEACHER WOULD LIKE MONITORED:

STUDENT BEHAVIOR(S) THE TEACHER WOULD LIKE MONITORED:

This image shows a full page of a document template designed for handwritten notes or essays. It features approximately 28 evenly spaced, thin black horizontal lines across the entire width of the page. The margins are consistent on all sides, providing ample space for writing. There are no vertical lines, headers, footers, or other markings present on the page.

LESSON SUMMARY (To be completed by the teacher following the classroom visitation)

Parts of the lesson that went well:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slightly textured appearance and some minor discoloration or shadows, suggesting it's a physical scan of a real object. There is no handwriting or other markings on the paper.

Parts of the lesson that might be changed:

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This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, typical of notebook or legal stationery. There are no margins, text, or other markings present.

Date _____

Date _____

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**FORT PLAIN CENTRAL SCHOOL DISTRICT
FORT PLAIN, NY**

**PROBATIONARY TEACHER SUMMATIVE
EVALUATION FOLDER**

School Year _____

Name of Teacher _____

Course/Grade Level _____

The teacher should complete the information above and write a self-evaluation inside this folder. Additionally, all portfolio artifacts are to be placed in the folder.

The teacher should schedule a time to review this folder and its contents with the principal **PRIOR TO JUNE 1*** of the school year involved.

The principal will review the contents of the folder and prepare a summative evaluation on the last page of the folder **NO LATER THAN JUNE 20**** of the school year involved.

This folder and its contents will be filed in the teacher's personnel file.

*February 1 during the third year of probation.

** February 15 during the third year of probation.

FOR THE SCHOOL YEAR _____

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This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

[illegible]

Date _____

12

May 6, 2004

**MEMORANDUM OF AGREEMENT BY AND BETWEEN THE
FORT PLAIN CENTRAL SCHOOL DISTRICT
AND THE FORT PLAIN TEACHERS' ASSOCIATION**

The Fort Plain Central School District ("District") and the Fort Plain Teachers' Association ("Association") hereby enter into this Memorandum of Agreement in regard to a retirement incentive proposed and negotiated for the period July 1, 2004 to June 30, 2008. The terms of this agreement shall not become effective unless and until they are approved by the Fort Plain Central School District Board of Education ("Board") and ratified by the members of the Association.

All other provisions of Board policy and the 2004-2008 collective bargaining agreement (or any successor bargaining agreement) between the parties shall be continued unchanged unless specifically modified by a separate agreement.

1. Any member of the bargaining unit that retires from the District, in accordance with the requirements of the New York State Teachers' Retirement System and the requirements of this agreement, shall receive the following retirement incentive:
 - a. For teachers, the employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each employee entitled to a one-time, lump sum payment of \$10,000.
 - b. For teacher assistants/school nurses, the employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each employee entitled to a one-time, lump sum payment of \$5,000.
 - c. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of an additional one-time, lump sum payment of \$5,000 **for teachers who select a retirement effective date that falls in a fiscal year subsequent to the date that the retirement resignation was submitted to the district.**
 - d. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of an additional one-time, lump sum payment of \$2,500 **for teacher assistants/school nurses who select a retirement effective date that falls in a fiscal year subsequent to the date that the retirement resignation was submitted to the district.**
2. The bargaining unit member must have been employed by the District for ten (10) consecutive years immediately prior to retirement.
3. The bargaining unit member submitting a letter of resignation for retirement purposes **no later than March 1, 2005** (for immediate acceptance by the Board of Education of the District) must select one of the following effective dates for retirement in order to be eligible to receive this retirement incentive: **June 30, 2005; January 31, 2006; June 30, 2006; January 31, 2007; June 30, 2007; January 31, 2008; June 30, 2008.**
4. The bargaining unit member submitting a letter of resignation for retirement purposes **no later than March 1, 2006** (for immediate acceptance by the Board of Education of the District) must select one of

the following effective dates for retirement in order to be eligible to receive this retirement incentive: **June 30, 2006; January 31, 2007; June 30, 2007; January 31, 2008; June 30, 2008.**

5. The bargaining unit member submitting a letter of resignation for retirement purposes no later than **March 1, 2007** (for immediate acceptance by the Board of Education of the District) must select one of the following effective dates for retirement in order to be eligible to receive this retirement incentive: **June 30, 2007; January 31, 2008; June 30, 2008.**
6. The bargaining unit member submitting a letter of resignation for retirement purposes no later than **March 1, 2008** (for immediate acceptance by the Board of Education of the District) must select the following effective date for retirement in order to be eligible to receive this retirement incentive: **June 30, 2008.**
7. This agreement shall expire on June 30, 2008 and the benefits hereunder shall no longer be available, except as specifically provided herein for retirees who have taken advantage of the incentive. This agreement shall "sunset" on June 30, 2008 and shall not be subject to the Taylor Law, including but not limited to the Triborough Amendment.

For the District:

 5/6/04

Douglas C. Burton, Chief School Officer

For the Association:

 5/6/04

Kim Lathers, President FPTA

**MEMORANDUM OF AGREEMENT
BETWEEN
FORT PLAIN TEACHERS' ASSOCIATION
AND
FORT PLAIN CENTRAL SCHOOL DISTRICT**

The Fort Plain Central School District and the Fort Plain Teachers' Association hereby enter into the following agreement:

For the 2001-2002 and subsequent school years, the District retains the services of Virginia Stortecky to work as a part-time teacher for the early childhood program and one class of human development/housing as per student participation.

In return for such services, the Fort Plain District shall provide:

1. An annual salary equal to 50% of Step 1 on the Teachers' Salary Schedule.
2. The District shall provide Virginia Stortecky with full insurance as provided under Article VIII – Teacher Benefits sub-sections (a) Health Insurance and (c) Supplemental Medical Coverage (Dental).
3. The District shall provide Virginia Stortecky with full benefits under Article IX – Leaves of Absence, under sections:
 - 9.1 Personal Leave
 - 9.3 Temporary Leave – Jury Duty
 - 9.4 Sick Leave
 - 9.5 Death in Family
 - 9.6 Serious Family Illness
 - 9.7 Sick Leave Bank
 - 9.8 Funeral Leave
 - 9.9 Personal Days
 - 9.10 Legal Leave
 - 9.11 Unused Sick Days
 - 9.12 Attendance Incentive
4. It is understood that if the district should decide not to retain the services of Virginia Stortecky to work as a part-time teacher for the early childhood program and one class of human development/housing, it will be done in accordance with Article 5.3 Fair Dismissal and Fair Notice.

William D Higgins
William D. Higgins, Interim Superintendent

6-8-01
Date

Kim Lathers
Kim Lathers, President FPTA

6-8-01
Date

Virginia Stortecky
Virginia Stortecky, Teacher

6-11-01
Date

**MEMORANDUM OF AGREEMENT
BETWEEN
FORT PLAIN CENTRAL SCHOOL DISTRICT
AND
FORT PLAIN TEACHERS' ASSOCIATION**

This agreement entered into as of the 6th day of May, 2004 by and between the Fort Plain Central School District ("the Employer") and the Fort Plain Teachers' Association ("the Association"), does hereby amend the terms of the existing collective bargaining agreement ("CAB") that governs the employment relationship between Employer and the Association, as follows:

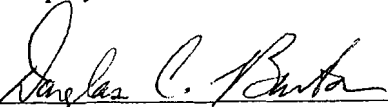
Effective July 1, 2004 the Employer and Association agree to the following:

1. **Employer Non-Elective Contributions – Retirement Incentive** – The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to a Retirement Incentive in accordance with Article 12, Section 12.11 of the collective bargaining agreement. Such contribution will be in an amount equal to and in place of the retirement incentive outlined in Article 12, Section 12.11 of the collective bargaining agreement, subject to the maximum contribution permitted under Section 415(c)(1) of the *Internal Revenue Code* of 1986 as amended for the year in which the employee severs employment.
2. **Employer Non-Elective Contribution – Retirement Incentive** – The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to a Retirement Incentive in accordance with the Memorandum of Agreement dated August 9, 2000 by and between the Fort Plain Central School District and the Fort Plain Teachers' Association. Such contribution will be in an amount equal to and in place of the retirement incentive outlined in such Memorandum of Agreement, subject to the maximum contribution permitted under Section 415(c)(1) of the *Internal Revenue Code* of 1986, as amended for the year in which the employee severs employment.
3. **Employer Non-Elective Contribution – Leave Conversion** – The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee entitled to a leave conversion under Article 9, Section 9.11b of the collective bargaining agreement. Such contribution will be in an amount equal to and in place of the accumulated leave provision under Article 9, Section 9.11b of the collective bargaining agreement, subject to the maximum contribution permitted under Section 415(c)(1) of the *Internal Revenue Code* of 1986 as amended for the year in which the employee severs employment.
4. **No Cash Option** – No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
5. **Contribution Limitations** – In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b) (3) of the Code, and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment. In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution

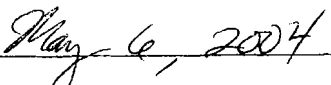
Limit, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-elective Contribution. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

6. **403(b) Accounts** – Employer Non-elective Contributions shall be deposited into the NYSUT-endorsed 403(b) provider, offered through ING Life Insurance and Annuity Company or The Equitable Life Assurance Society of the United States in the name of the employee.
7. **Tier I Adjustments** – Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contributions hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
8. This Memorandum of Agreement shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.
9. This MOA shall further be subject to the approval of the 403(b) provider, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*. Upon request, ING Life Insurance and Annuity Company or The Equitable Life Assurance Society of the United States agree to provide the Employer with their standard hold harmless agreement where the Employer has selected ING Life Insurance and Annuity Company or the Equitable Life Assurance Society of the United States as the provider of 403(b) accounts for receipt of Employer Non-elective Contributions.
10. Both the Employer and Employee are responsible for providing accurate information to the 403(b) provider. This information includes both Elective and Employer Non-elective Contributions and the amount of the participant's Includible Compensation.

For Employer:

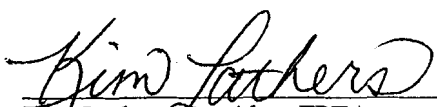


Douglas C. Burton, Chief School Officer

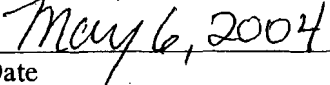


Date

For the Association:



Kim Lathers, President FPTA



Date